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HISTORIC STRUCTURE REPORT ♦ THUNDERBIRD LOOGE

CANYON DE CHELLY

NATIONAL MONUMENT

LAURA SOULLIÈRE HARRISON

BEVERLEY B. SPEARS, AIA

SOUTHWEST CULTURAL RESOURCES CENTER

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Division of History  
Southwest Cultural Resources Center  
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As the nation's principal conservation agency, the Department of the Interior has basic responsibilities to protect and conserve our land and water, energy and minerals, fish and wildlife, parks and recreation areas, and to ensure the wise use of all these resources. The Department also has major responsibility for American Indian reservation communities and for the people who live in island territories under U. S. administration.

HISTORIC STRUCTURE REPORT  
CHINLE TRADING POST, THUNDERBIRD RANCH,  
AND CUSTODIAN'S RESIDENCE  
CANYON DE CHELLY NATIONAL MONUMENT  
ARIZONA

BY  
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SOUTHWEST REGIONAL OFFICE  
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## INTRODUCTION

This document was prepared as a tool to guide future management of the site and the buildings of Thunderbird Lodge. Through the years the buildings and site have undergone considerable change. Some of those changes have been compatible while others have been incompatible with the remaining historic fabric and historic scene. This document identifies the extant pieces of historic fabric and scene and recommends ways to preserve or maintain them.

Architectural Historian Laura Soullière Harrison wrote the Administrative Data; Historic Background and General Site Development; Summary; photographic captions; and the history sections for Site and Landscape, and Buildings. She also compiled the bibliography. Architect Beverley Spears completed the architectural drawings and charts and wrote the Existing Conditions and Recommendations sections. Historical architect Catherine Colby provided additional recommendations. Stella Moya oversaw production of the document.



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## TABLE OF CONTENTS

INTRODUCTION . . . . .	i
TABLE OF CONTENTS. . . . .	iii
LIST OF ILLUSTRATIONS . . . . .	v
ADMINISTRATIVE DATA. . . . .	vii
Chapter I HISTORIC BACKGROUND	
The Early Years . . . . .	1
Cozy McSparron and the Thunderbird Ranch. . . . .	10
The National Park Service. . . . .	13
The La Fonts . . . . .	26
A New Era. . . . .	30
Chapter 2 SITE AND LANDSCAPE	
History . . . . .	31
Existing Conditions . . . . .	40
Recommendations. . . . .	41
Chapter 3 INDIVIDUAL BUILDINGS	
Overview and Summary. . . . .	49
List of Buildings . . . . .	49
Ranch House (Building 11) . . . . .	51
Custodian's Residence (Building 1) . . . . .	66
Trading Post and Wareroom (Building 12). . . . .	82
Pumphouse (Building 3). . . . .	97
Log Barn (Building 18) . . . . .	100
Cabin Units 3/4/5/7 (Building 14) . . . . .	108
Cabin Units 6/8 (Building 15) . . . . .	114
Cabin Unit 9 (Building 16) . . . . .	120
Cabin Units 10/11 (Building 13). . . . .	125
Stone Shed (Building 19) . . . . .	130
SUMMARY . . . . .	135
FURTHER STUDY NEEDED. . . . .	137
APPENDIX . . . . .	139
1982 Map and List of Buildings . . . . .	141
Concessions Contract. . . . .	143
BIBLIOGRAPHY . . . . .	171



## LIST OF ILLUSTRATIONS

Sam Day's Trading Post (ca. 1902) . . . . .	. 3
Sam Day's Trading Post (ca. 1902) . . . . .	. 4
Kennedy Ranch House Interior (1916) . . . . .	. 8
Kennedy Trading Post Interior (1916) . . . . .	. 9
National Park Service Custodian's Residence and Office (1935) . . . . .	15
Custodian's Residence and Office (1935) . . . . .	16
Living Room, Thunderbird Ranch (ca. 1935) . . . . .	17
Dining Room, Thunderbird Ranch (ca. 1935) . . . . .	18
Cozy McSparron . . . . .	19
Thunderbird Ranch (1940) . . . . .	20
Thunderbird Ranch looking south (1940) . . . . .	21
Thunderbird Trading Post and Ranch (1949) . . . . .	23
Custodian's Residence and Monument Headquarters (1953) . . . . .	25
Monument Development (1960s) . . . . .	28
Site Plan (1932) . . . . .	32
Custodian's Residence and Monument Headquarters Office (1955) . . . . .	33
Site Plan (1960) . . . . .	35
Thunderbird Trading Post and Guest Ranch (early 1960s) . . . . .	36
National Park Service Storage Hogan (ca. 1960) . . . . .	37
Grading around Thunderbird Lodge (ca. 1965) . . . . .	38
Grading and Surface Disturbance (ca. 1965) . . . . .	39
Landscaping around Thunderbird Lodge (1986) . . . . .	42
Planting Beds around Thunderbird Lodge (1986) . . . . .	43
Thunderbird Lodge Vegetation (1986) . . . . .	44
Grassy Area, Thunderbird Lodge (1986) . . . . .	45
Site Plan, Existing Conditions (1989) . . . . .	46
Landscape Plan, Existing Conditions (1989) . . . . .	47
Thunderbird Ranchhouse, Front Entrance (ca. 1955) . . . . .	53
Thunderbird Ranchhouse, South Portion (ca. 1955) . . . . .	54
Thunderbird Ranchhouse, West Wall, (ca. 1955) . . . . .	55
Thunderbird Ranchhouse, North Portion, (ca. 1955) . . . . .	56
Thunderbird Ranchhouse, West Side. . . . .	57
Thunderbird Ranchhouse, Existing Conditions (1986) . . . . .	59
Thunderbird Ranchhouse, North End (1986) . . . . .	60
Thunderbird Ranchhouse Interiors (1986) . . . . .	61
Thunderbird Ranchhouse Interiors (1986) . . . . .	62
Thunderbird Ranchhouse, Chart of Gift Shop Interior Finishes (1989) . . . . .	63
Thunderbird Ranchhouse, Floor Plan (1989) . . . . .	64
Thunderbird Ranchhouse, Roof Plan (1989) . . . . .	65
Custodian's Residence and Office Nearing Completion (1936) . . . . .	71
Custodian's Residence (1936) . . . . .	72
Custodian's Residence Spanish Colonial Revival Light Fixtures (1936) . . . . .	73
Custodian's Residence, Existing Conditions (1986) . . . . .	76
Custodian's Residence, Existing Conditions (1986) . . . . .	77
Custodian's Residence, Existing Conditions (1986) . . . . .	78
Custodian's Residence, Chart of Interior Finishes (1986) . . . . .	79
Custodian's Residence Floor Plan (1986) . . . . .	80

Custodian's Residence Roof Plan (1986)	81
Sam Day's Trading Post (1902)	83
Thunderbird Trading Post (1953)	84
Trading Post, North End (1953)	85
Trading Post, South End (1950s)	86
Trading Post Showing Stucco Work and Addition (ca. 1957)	87
Former Trading Post, Existing Conditions (1986)	90
Former Trading Post, Existing Conditions (1986)	91
Former Trading Post Aluminum Entrance Door (1986)	92
Thunderbird Weathervane (1986)	93
Cafeteria Interior Finishes Chart (1989)	94
Cafeteria Floor Plan (1989)	95
Cafeteria Roof Plan (1986)	96
Pumphouse, Existing Conditions (1986)	98
Pumphouse, Floor and Roof Plans (1986)	99
Log Barn, West Elevation (1953)	102
Log Barn, East Elevation (1953)	103
Log Barn, Existing Conditions (1986)	104
Log Barn, Existing Conditions, East Wall (1986)	105
Log Barn Interior (1986)	106
Log Barn Floor Plan (1986)	107
Building 14 (Units 3,4,5,7) (circa 1953)	110
Building 14 East and North Elevations (ca. 1953)	111
Building 14, East Elevation and Landscaping (1986)	112
Building 14 (Units 3,4,5,7) Floor Plan (1986)	113
Building 15 (Units 6 & 8) and Vicinity (1953)	116
Building 15 (1953)	117
Existing Conditions Building 15, East and West (1986)	118
Building 15 (Units 6 & 8), Floor and Roof Plans (1986)	119
Building 16 (Unit 9) with Laundry and Showers (1953)	121
Building 16, South and East Elevations (1953)	122
Building 16 Existing Conditions (1986)	123
Building 16 (Unit 9) Floor and Roof Plans (1986)	124
Building 13 (Units 10 and 11) (circa 1953)	126
Building 13 (circa 1953)	127
Building 13 Existing Conditions (1986)	128
Building 13 (Units 10 and 11) Floor and Roof Plans (1986)	129
Building 19 Stone Shed (circa 1953)	131
Building 19 (1986)	132
Building 19 Floor and Ceiling Plans	133



## ADMINISTRATIVE DATA

The Concession Contract No. CC 7076-4-002 between the National Park Service and White Dove, Incorporated, is the principal document guiding the operation of the buildings formerly known as Thunderbird Ranch, the Chinle (or Chin Lee) Trading Post, and the Custodian's Residence. The contract includes the period from February 15, 1984, through February 14, 2004. A copy of the contract is included in the Appendix.

The National Park Service has a wildland fire agreement with the Bureau of Indian Affairs covering any fires in the backcountry of Canyon de Chelly. No formal written agreement exists between the National Park Service and the Chinle fire department for the developed areas of the monument. The monument staff has helped out the Chinle fire department in the past; and both parties agree that the Chinle fire department would help out the National Park Service should the need arise.



# CHAPTER I

## HISTORIC BACKGROUND AND GENERAL SITE DEVELOPMENT

### The Early Years

In the last decades of the nineteenth century, regulated trading operations began in the Chinle-Canyon de Chelly vicinity. A Mexican man whom the Navajo called "Naakaii Yazzie" (tr. little Mexican) probably had the earliest trading post in the area. In 1882 he ran his primitive operation out of a tent somewhere near the mouth of Canyon de Chelly. Apparently the local Indian Agent shut down Yazzie's operation during its first year because the Mexican lacked a trader's license. Four years later John L. Hubbell and his partner, Clinton Cotton, secured their license for the Chinle area. They began their business out of an abandoned rock hogan (now part of Garcia's Trading Post on the road into the Monument). In 1887 Hubbell and Cotton did not renew their license for the Chinle trading post. The amount of business they conducted lagged behind their expectations. A series of other traders took over their rock hogan. In 1900 Hubbell returned to Chinle and reopened his trading operation in a two-story building on the site of the present-day Chinle Post Office. All of these operations were within two miles of the now-developed headquarters and lodging area of Canyon de Chelly National Monument.

Most of those early trading posts were known at one time as the Chin Lee or Chinle trading post.<sup>1</sup> In 1902 an additional trading post assumed the name. That year licensed Indian trader Samuel E. Day came to Chinle and built the log trading post known at various times as the Chinle trading post, the Canyon de Chelly trading post, Sam Day's trading post, and in Navajo "aa dee kin ye,"<sup>2</sup> loosely meaning "the big house over there." This log trading post formed the core for the development which followed later.

By the time Sam Day reached Canyon de Chelly, he was an older man. He was born in Canton, Ohio, in 1845. He attended school in Canton until he was thirteen when he left for Newark, New Jersey, to pursue a college degree. After briefly studying Latin, algebra, and civil engineering the lanky six-footer enlisted with the Union army during the Civil War. When his enlistment ran out he drifted west to the gold fields of the Black Hills. He found a young woman named Anna P. Burbridge who married him in Iowa. The couple eventually moved on to Colorado. Sam and Anna homesteaded in Arizona, and in 1883 Sam worked on a government survey party delineating the eastern and southern boundary extensions of the Navajo Reservation. The Days then sold their homestead property in Arizona's Cienega Amarilla to the Franciscan order. The Franciscans wanted to build a new mission school on the site. The Days briefly moved in with their son Charlie who was the new trader at the

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<sup>1</sup>Frank McNitt, The Indian Traders (Norman: University of Oklahoma Press, 1962), 213-215, 243-250; also H.L. James, Posts and Rugs: The Story of Navajo Rugs and Their Homes (Globe: Southwest Parks and Monuments Association, 1976), 63-65. The proliferation of trading posts known as the Chinle (Chin Lee) trading post contributed to some confusion in the past about the date of construction of Sam Day's log trading post.

<sup>2</sup>"Interview with Johnie Guerro, June 12, 1986, Canyon de Chelly National Monument," conducted by Laura Soullière Harrison, transcript in Canyon de Chelly National Monument Library, Arizona.

Billy Meadows Trading Post near Canyon de Chelly.<sup>3</sup> Sam and Anna stayed there less than a year before moving to Canyon de Chelly. They decided to continue on in the trading business at the Canyon itself.

In 1902 Sam Day and his hardy wife built the log trading post at Canyon de Chelly facing east in the traditional Navajo orientation. The squared-log building had three bays under a gable roof and a large shed-roofed wing at its north end. Corrugated metal covered the gable roof. The eaves of the shed portion extended about five feet out from the east wall and had a brush covering for shade. The windows on the east elevation were all six-over-six and double hung. Wood frames and moldings surrounded the windows and doors, and many of the windows had bars. The Days also constructed an addition to the building, but this was probably not the wareroom appearing in photographs from the following decade.<sup>4</sup> A bread oven, made of stone and adobe, sat approximately seventy feet to the east of the trading post. A small outbuilding was to the southeast of the trading post. An outhouse and another structure (for grain storage, perhaps) were to the west.

The barren landscape near the mouth of Canyon de Chelly, stripped bare of vegetation by overgrazing, proved a fairly successful location for this type of business venture. The services that the trading post provided made it the natural place for local people to congregate, and Mrs. Day soon became known as the information source on all of the neighbors in the surrounding vicinity.<sup>5</sup> Sam Day marketed sheep, cattle, wool, blankets, and jewelry for the Navajos at markets as far away as Chicago. In turn he carried utilitarian items such as calico, buttons, beads, hay, and flour.<sup>6</sup> As the social center for the surrounding area, the trading post served as the gathering place for various activities including Navajo dances and ceremonies, horse races, and chicken pulls. The use of the area as a social center and gathering place, then, began as soon as the Days built their trading post.<sup>7</sup>

The location of the trading post near so many sites of archeological and historical importance made it a perfect place for studying the ruins and the attendant artifacts. In his own way, Sam Day was concerned about the preservation of the ruins and

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<sup>3</sup>Clifford E. Trafzer, "Sam Day and His Boys: Good Neighbors to the Navajo," Journal of Arizona History 18 (Spring 1977): 1-22; Clifford E. Trafzer, "Anglos Among the Navajos: The Day Family," in The Changing Ways of Southwestern Indians: A Historical Perspective, edited by Albert Schroeder (Glorieta: Rio Grande Press, 1973): 259-274; Biographical Sketch of Samuel E. Day, S.E. Day, Sr., Collection, Northern Arizona University; and McNitt, Indian Traders, 250.

<sup>4</sup>McNitt, Indian Traders, 283. While Ms. Harrison derived most of this description from period photographs, some is based on the recollections (found in McNitt) of Lucie Cousins, the wife of the trader who operated the post after the Days sold it to Charles Wiedemeyer. McNitt states that the Days constructed an addition on the east side of the building, but no period photographs show this addition. The wareroom portion on the west, constructed sometime between 1902 and 1917 may or may not be the addition to which McNitt refers. The wareroom was quite large, and a trader's wife probably would have referred to it as a "wareroom" rather than an "addition."

<sup>5</sup>Trafzer, "Sam Day and His Boys," 1-21. Trafzer noted that even after the Days sold the trading post and moved away Mrs. Day returned yearly for the peach harvest in the Canyon. She brought canning equipment, a copper boiler, and all sorts of camping gear on a wagon and stayed long enough to can about 200 quarts of peaches before heading back to her new home in St. Michaels, Arizona.

<sup>6</sup>"Order Book, Chin Lee Arizona 8/16/1902," Day Family Collection, #89 Northern Arizona University Special Collections Series VIII Box 2, Folder 14, Northern Arizona University Special Collections Library.

<sup>7</sup>The availability of water may have been another reason for the trading post's popularity. Navajos did come to the post for water in later decades, but no information turned up on the availability of water at the trading post prior to 1916.



Sam Day's Chinle Trading Post shortly after construction, about 1902. The gable roof covered the trading post. Sam Day and his wife, Anna, lived in the flat-roofed extension at the north end of the building. The oven sat to the east of trading post. The pile of rocks and trash in the foreground probably helped delineate the post's activity space.

Photo by Ben Wittick, Courtesy of the School of American Research Collections in the Museum of New Mexico.





Sam Day's Chinle Trading Post shortly after construction, about 1902. Overgrazing livestock stripped the surrounding landscape bare of vegetation. The pile of dirt in the center foreground might have been the beginning of a dugout structure. A path led from it to the trading post. Some type of brush-covered structure sat at the northwest side of the post. The small depression between the oven and the south end of the rock wall might have been a watering trough.

Photo by Ben Wittick, Courtesy of the School of American Research Collections in the Museum of New Mexico.



their history. He even wrote articles and lectured about them.<sup>8</sup> In May, 1903, Sam Day's son Charles was appointed first custodian of the Canyon de Chelly ruins at a salary of \$120 per year. The closest Navajo agent, G.W. Hayzlett, was stationed at Fort Defiance and considered himself too far removed from the area to do any good in guarding the ruins. Hayzlett believed someone nearby needed to watch over them in an official capacity, so he appointed Day.<sup>9</sup> Charles Day, who ran another trading post at Chinle, received the authority to arrest anyone who plundered the ruins. The fine line between plunder and excavation was evident in 1906 when Charles and Sam (Sr.?) sold a collection of Canyon de Chelly prehistoric artifacts to the Brooklyn Museum. Plunder, apparently, was for strictly personal gain, while "excavation" was perceived as being for the public good. "Excavation" in this instance meant minimal museum involvement: the museum paid the excavator for his collection.<sup>10</sup> Thus, the Day family had strong connections with the early archeological efforts in the Canyon de Chelly vicinity.

The stiff trading competition with J. L. Hubbell, who had renewed his business interests in Chinle, probably forced Sam Day into selling the trading post. In 1905 Day sold to Charles Wiedemeyer of Fort Defiance. Following his stint as a Chinle trader, Sam Day served two terms as a member of the Arizona legislative assemblies where he fought to end gambling and prohibit the sale of alcohol on the Reservation. Day continued his trading operations at Navajo and Cienega Amarilla while pursuing other interests. Day's last position, which he held until his death in February, 1925, was as U.S. Commissioner.

Sam Day's sons, who had been raised on the reservation and spoke fluent Navajo, continued to weave themselves into twentieth-century reservation history. Son Charlie served as guide for photographer Edward Curtis when the latter came to the reservation to document Native American life. Charlie's personal commitment to the importance of the Navajo culture was quite strong. Charlie recorded the Creation Myth and many others that might have been lost without his efforts. In 1912 Sam Day, II, married Kate Roanhorse, the daughter of Chief Manuelito. The younger Sam Day frequently worked for J.L. Hubbell as a clerk in Hubbell's Chinle trading post and as his chauffeur around the dusty roads of the Reservation.<sup>11</sup>

Within a few years after the Days sold their trading post, tourism increased around Canyon de Chelly. The main line of the Atchison, Topeka, and Santa Fe Railway passed to the south through Gallup on its way west. A hardy class of tourist-adventurers started to head north from the railroad to visit faraway outposts on the Reservation. In 1915 J.L. Hubbell began a stage line from Gallup to Ganado, Chinle, and other stops on the Reservation. Hubbell hoped to increase business for the overnight accommodations that he offered in conjunction with his two-story Chinle

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<sup>8</sup>Trafzer, "Sam Day and His Boys," 10-11.

<sup>9</sup>David M. Brugge and Raymond Wilson, Administrative History: Canyon de Chelly National Monument, Arizona (Santa Fe: National Park Service, 1976), 3-4. "Excavating" ruins and selling the artifacts to museums was a common practice among early custodians of southwestern prehistoric sites.

<sup>10</sup>Letters in the monument files from June, 1982, between Vincas Steponaitis of the Department of Anthropology at the State University of New York at Binghamton and Carol Martin of the National Park Service confirm that the artifacts removed by the Days have since been returned to the National Park Service and are in curatorial storage.

<sup>11</sup>Trafzer, "Sam Day and His Boys," 1-21; and McNitt, Indian Traders, 215.

trading post.<sup>12</sup> The ever-increasing trend of visiting Canyon de Chelly also affected the development of the small ranch adjacent to the former Day trading post.

In 1916 George Kennedy acquired the Chinle trading post, and moved there with his wife and three sons.<sup>13</sup> The Kennedys previously had owned the trading post at Salina Springs, Arizona. When the Kennedys arrived the trading post had changed dramatically. The northernmost flat-roofed extension of the log trading post no longer existed. An earlier owner demolished that living-quarters wing and constructed an L-shaped wareroom to the west of the original gable-roofed building.<sup>14</sup> The adobe ranch house--the core of the present gift shop--sat to the north of the trading post surrounded by a simple wood-post and wire fence. Approximately four shade trees grew directly east of the adobe ranch house. At least two of the shade trees were cottonwoods, and they had grown twice the height of the trading post building. Five outbuildings were northwest of the trading post in the enclosed ranch compound.<sup>15</sup>

The Kennedys bought the trading post to continue their lives as traders among the Navajos, but they found themselves quite frequently providing meals and lodging for visitors to the area. Having the largest house in the vicinity brought with it certain responsibilities. The Kennedys refused to charge fees to any of these visitors but instead treated them as family guests. Artists, writers, and dudes from the east partook of their hospitality. The visitors often slept in the Kennedy's living room (now the main room of the gift shop) or on the screened-in front porch at the east side of the adobe ranch house.<sup>16</sup> Camping, too, was a popular pursuit for visitors. The guests frequently brought their own gear but sometimes compensated the Kennedys for well water, meals, and the use of the ranch living room. In the evenings the worn-out dudes returned to the ranch house where they could "sit on chairs that had backs to them."<sup>17</sup> The Kennedys, however, continued to see themselves as a trading family rather than a family in the lodging business.

Period photographs revealed the simplicity of the facilities at the ranch. The living room of the ranch house had unpainted, adobe-plastered walls, a dark wood four-panelled door, a wood baseboard molding, and moldings around the doors and windows. Navajo rugs covered the couch, table, and light-colored floor. Two rocking chairs of more refined construction provided additional seating.<sup>18</sup> White curtains, perhaps lace, shaded at least one window. Navajo rugs, small Indian baskets, framed pictures, and two banners (for baseball teams, perhaps?) hung on the walls. The outside of the ranch house looked weathered. The adobe blocks had no

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<sup>12</sup>McNitt, *Indian Traders*, 215, 220.

<sup>13</sup>Little information turned up on the intervening years between the Days' ownership of the trading post and the acquisition by the Kennedys. Sam Day sold to Charles Wiedemeyer in 1905. Charlie Cousins operated the trading post for Wiedemeyer from 1905 until 1909. The Kennedys bought the trading post in 1916.

<sup>14</sup>McNitt credits Day with constructing an L-shaped east wing while the flat-roofed living quarters were still on the northern end of the trading post building. Ms. Harrison has not been able to uncover any photographs of the building showing an east wing. Wiedemeyer (probably) or Day (perhaps) constructed the wareroom.

<sup>15</sup>None of the Kennedy-era outbuildings is extant.

<sup>16</sup>Mary Jeanette Kennedy, *Tales of a Trader's Wife* (Albuquerque: The Valiant Co., 1965), 21-23.

<sup>17</sup>*Ibid.*, 28-31.

<sup>18</sup>Mrs. Kennedy noted that they had purchased the furnishings at their trading post/ranch operation from the previous owner. See Kennedy, *Tales of a Trader's Wife*, 21.

protective plaster covering--it had washed off in the rain if it ever existed. The small gable on the west side of the building had a makeshift covering of tar paper to protect it from the elements.

The trading post, too, possessed a subdued, rustic atmosphere. The logs of the three-bay trading post were covered with a fine wash of mud that eroded out of the chinking during wet weather. A pot-bellied stove warmed the interior of the trading post. A long, wood, L-shaped counter provided a good leaning spot and separated the storekeeper and the Navajo patron. Coffee pots and cooking pans hung neatly spaced along the vigas. Canned goods stacked in pyramids and rectangles lined the shelves behind the counter. A sense of neatness and order pervaded the trading post. The stone and adobe oven that had been in front of the trading post no longer existed. The buildings of the trading post and ranch operation were simple, rugged, varied, and functional.

The Kennedys also had the newest improvements in the area. They possessed the first automobile within miles and often rented it--complete with driver--to teachers and other Indian Agency employees from Chinle. The employees, who made trips to Gallup, undoubtedly preferred automobile's comfort and cost to that of Hubbell's stage line. Mrs. Kennedy had the only Victrola in the community, and she played it frequently for the visitors who ventured into the reservation.<sup>19</sup> In such an isolated area these amenities were quite newsworthy.

By the late 'teens, the Chinle trading post had established its social and economic importance to the surrounding rural community of Canyon de Chelly and Chinle. The local Navajos came to the trading post to conduct business with the trader and to interact with each other. The trader and his family had strong contacts with the local community of Chinle. The town at that time boasted a boarding school, a post office, and a Catholic church.<sup>20</sup> The trading post and ranch operation required only a handful of buildings to fulfill its function: a store and wareroom; a ranch house; and the usual outbuildings accompanying an operation of this type. What the future held, however, was an expansion of the tourism aspect that the Kennedys tried to ignore. The man who saw the potential of expanding the business operation to include a guest ranch was a character named Leon H. (Cozy) McSparron.

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<sup>19</sup>Kennedy, Tales of a Trader's Wife, 28-30.

<sup>20</sup>Ibid., 24.



The main room of the Kennedy's ranch house in 1916. Navajo rugs covered the floors and rustic table. Baskets, banners, and framed paintings hung on the adobe walls.

Photo copied from Mary Jeanette Kennedy's Tales of a Trader's Wife and used with permission of the Kennedy family.





Trader George E. Kennedy inside his Chinle Trading Post in 1916. A strong sense of order pervaded the interior of the of the trading post. A wood stove warmed the main room.

Photo copied from Mary Jeanette Kennedy's Tales of a Trader's Wife and used with permission of the Kennedy family.

### Cozy McSparron and the Thunderbird Ranch

In 1919 Leon H. "Cozy" McSparron acquired the Chinle Trading Post from the Kennedys. Cozy had worked as a clerk in the trading post for the Kennedys and knew the operation well.<sup>21</sup> Eventually, Cozy seemed to have taken on two partners: Camillo Garcia and Hartley T. Seymour. Sometime later Cozy bought out his partners by borrowing the money, allegedly, from another trader named John Kirk. When Cozy was slow in giving the money back to Kirk, the latter came to the trading post to foreclose on the debt. By that time Cozy had hidden all of his inventory in the attic of the log trading post, so Kirk was unable to foreclose.<sup>22</sup> Legends like this abound, told and re-told by the old rascal himself to perpetuate his personal mythology.<sup>23</sup> Whether Cozy actually acquired the trading post in this manner remains a mystery. In any event, Cozy was soon sole owner of the trading post.

Cozy was a short, personable man. He was good-natured with a keen sense of humor. He had served with the U.S. Army in France during World War I, and he had developed the nickname "Cozy" during his prize-fighting days in Gallup. Before coming to the Chinle area, he had worked at the Red Rock trading post and learned the business.<sup>24</sup> After becoming sole proprietor of the Chinle Trading Post, he blossomed into the character who provided so much local color to this far outpost of the reservation.

Between 1919 and 1932 Cozy expanded his trading post and changed the informal accommodations into a dude ranch that he christened the "Thunderbird Ranch."<sup>25</sup> Although no written records exist, Cozy oversaw the construction of the log barn, the stone motel units, the stone sheep shed, and a handful of other utilitarian structures within the confines of his small compound. Because the sawmill was so far away from the ranch and trading post, Cozy sensibly chose stone as his principal building material. To obtain building stone, Cozy encouraged the Navajos with whom he traded to bring in roughly worked stone. Cozy paid them a small sum for the stone and paid them even more if they stayed around for the actual building construction. He appreciated the skill that the Navajo stone masons possessed.<sup>26</sup>

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<sup>21</sup>Ibid., 38. Mrs. Kennedy insists that Cozy acquired the Chinle trading post from her family in 1919. This date conflicts with the 1923 date in McNitt. Cozy had worked at Hubbell's Chinle trading post, along with Sam Day II, and Mike Kirk. Cozy and Hartley T. Seymour--the latter a son-in-law of Hubbell's partner C.N. Cotton--bought all three stores in Chinle either in 1919 or 1923 (McNitt, Indian Traders, 215).

<sup>22</sup>Kayci Cook Manuscript, written version of interpretive talk concerning the early history of the developed area. No title, date, or pagination. On file at Canyon de Chelly National Monument.

<sup>23</sup>Kayci Cook Manuscript. In another story in the same manuscript, Cozy's first wife decided to divorce him in the early 1930s, but decided that she had a right to half of the trading post operation. Following the advice of his lawyer Cozy provided her with \$2,000 in cash in small bills, with a few large bills at the top of the pile. He said that his former wife was so overwhelmed at the site of the cash that she was about to receive that she settled on the spot, much to Cozy's delight.

<sup>24</sup>Interview with former Superintendent Meredith Guillet, conducted by Laura Soullière Harrison. April 7, 1987. Transcript available at Canyon de Chelly National Monument.

<sup>25</sup>Kennedy, Tales of a Trader's Wife, 38.

<sup>26</sup>Interview with Meredith Guillet. The older Navajos who came to the trading post told Guillet about the construction of the stone buildings. Guillet speculated that the stone motel units originally may have had hogan-type roofs, but he was not certain. He knew, however, that yards of dirt insulated those roofs.



Cozy also developed the Thunderbird logo and incorporated it into the trading post weathervane, ranch stationery, and promotional brochures. Because the thunderbird holds no special significance in Navajo or Hopi cultures, Cozy probably chose the logo for its tourist value. One of the Navajos working for Cozy built the thunderbird weathervane for the trading post roof.<sup>27</sup>

Cozy's expansion of the small ranch and trading post into a dude ranch encouraged even more publicity and tourism. The Fred Harvey Company, which operated out of La Fonda Hotel in Santa Fe, included Cozy's Thunderbird Ranch in its chauffeured Harveycar Motor Cruises. As the official concessioner for the Atchison, Topeka, and Santa Fe Railway, the company managed restaurants, hotels, and touring services along the entire Santa Fe line. The Fred Harvey brochure described Thunderbird Ranch as:

... an oasis in the far flung desert, near the entrance to Canyon de Chelly ... a delightful lodge extending true western hospitality to visitors. Here one may find service comparable to the best in resort hotels. Rooms are modern, electrically lighted, commodious and comfortably furnished, with decorations typical of the Indian country. Excellent meals are served in becoming style. Thunder Bird Ranch offers a restful sojourn in a strenuous country.<sup>28</sup>

The pamphlet also mentioned the availability of tennis courts at Thunderbird Ranch. Whether they were ever constructed remains a mystery. By the late 1920s the large shade trees and other vegetation had changed the area from an outpost in the desert to an oasis in the desert. This oasis image persists today.

By the 1930s Cozy's tourist accommodations were popular. Most visitors found the accommodations adequate, but southwestern photographer Laura Gilpin complained about the excessive prices he charged for such simple amenities.<sup>29</sup> The trading post continued to offer merchandise similar to that found in other trading posts: yard goods including velveteen and satin, canned goods, basic clothing, hats, and tack.<sup>30</sup> Local people and guests used the ranch house living room as the area's social center and gathering place. In addition to the down-home meals served, the dining room often housed gambling and Saturday-night boxing matches.<sup>31</sup> Cozy's interest in these sidelines contributed to the wild-west atmosphere the tourists sought.

Like the other traders throughout the reservation, Cozy did have some influence on the design of local Navajo rugs. He based his aesthetic judgments on his business sense, and he encouraged local weavers to make rugs that would sell. He assisted the blanket weavers in the development of the Chinle Navajo rug design. Weavers produced this borderless design in vegetal dyes that tended to resist fading. Cozy's

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<sup>27</sup>Ibid. Guillet speculated that Cozy chose the thunderbird logo to contribute to the wild-west atmosphere and to appeal to the tourists. Cozy never told Guillet why he chose that logo. Guillet noted that other trading posts of the period also had logos.

<sup>28</sup>Thunderbird Ranch Brochure, no date, no pagination, on file at Canyon de Chelly National Monument. The Fred Harvey Company used the term "Harveycar Motor Cruises" during the late 1920s, so this tourist brochure dates from that time.

<sup>29</sup>Brugge and Wilson, Administrative History, 14.

<sup>30</sup>Jonreed Lauritzen, "Children of the Yellow Twilight," Arizona Highways 24, (August 1948): 16.

<sup>31</sup>Kayci Cook Manuscript.

discussions with wealthy Navajo-arts patrons from Santa Fe convinced him to encourage local weavers to return to this old way of making blankets.<sup>32</sup>

By the early 1930s the development looked quite different than it did during the years of Sam Day's humble trading operation. The simple log trading post no longer was the only large building on the landscape. Cottonwood trees grew in abundance in front of the adobe ranch building. The varieties of activities necessitated additional utilitarian buildings for storage, for stabling animals, and other uses. The small fenced compound held a hub of activity connected with both the trading post and dude ranch operations.

A common sight at trading posts were guest quarters for Navajos who travelled long distances or required overnight accommodations because of inclement weather.<sup>33</sup> These structures were normally traditional hogans. At Canyon de Chelly between 1902 and 1926 a small adobe building for that purpose sat located southeast of the trading post (east of the site of the Custodian's residence) on a slight rise.<sup>34</sup> Navajo families also traditionally camped several hundred yards east-northeast of the ranch.

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<sup>32</sup>Charles Avery Amsden, Navaho Weaving: Its Technic and History (Salt Lake City: Peregrine Smith, Inc., 1975), 224-225; and Interview with Meredith Guillet. Amsden stated that Mary Wheelwright attended a Navajo Yebechai ceremony near Canyon de Chelly and quickly urged Cozy to encourage the local weavers to return to the old methods and patterns. Guillet noted that architect Mary Elizabeth Jane Colter also encouraged Cozy in the same direction.

<sup>33</sup>McNitt, The Indian Traders, 78.

<sup>34</sup>The presence of the adobe building is discussed in two draft documents completed in 1988 by National Park Service archeologists. These are: Archeology in some Tourist Cottages at Thunderbird Lodge, Canyon de Chelly, Arizona by Scott E. Travis and Peter J. McKenna, and An Adobe Building at Sam Day's Trading Post, Chinle, Arizona by Peter J. McKenna et al. During the 1930s the National Park Service built a small hogan for museum storage on the small hillside southeast of the Custodian's Residence. Johnie Guerro, who has worked at Canyon de Chelly since the La Font's time, noted that during the 1960s some type of structure existed there. The local people called it the "Navajo Motel." More than anything else, the area was just a campsite. See "Interview with Johnie Guerro, June 12, 1986," on file at Canyon de Chelly National Monument.

The National Park Service

In 1931, President Herbert H. Hoover signed the legislation establishing Canyon de Chelly National Monument and putting the area under the jurisdiction of the National Park Service. In 1932, the National Park Service placed Cozy McSparron, owner and proprietor of Thunderbird Ranch, in the position of temporary custodian of the monument. Funding for and appointment of a permanent National Park Service custodian came about two years later.<sup>35</sup> When the federal agency began to establish its presence, staff members considered what sorts of facilities needed to be developed.

First on the agency's agenda was the protection and interpretation of the ruins. Now that the National Park Service possessed the rights to protect the ruins of Canyon De Chelly and other features of historic and scientific importance, the agency began planning. At the request of the National Park Service, an illustrious group of concerned archeologists met in Santa Fe to discuss the future development needs of the new monument. The scientists suggested that the monument be made an outdoor museum and that the Park Service establish a small local museum to house artifacts recovered from archeological work.<sup>36</sup> They also recommended that the museum and the custodian's quarters be near the monument's entrance so that official Park Service staff could greet visitors and monitor their movements in the area. The National Park Service staff adopted the consulting group's recommendations.

As soon as appropriations were available, development began in earnest. On September 28, 1935, construction started on Building #1, the custodian's adobe residence. The building contained two bedrooms, one bath, one large living room, an office, a dining alcove, a kitchen, and a serving porch. National Park Service architect Lyle Barcume, who also worked on the development at Bandelier National Monument, designed the structure to function as both a residence and monument office. The handsome Pueblo-Revival building fronted the entrance road opposite the southern boundary of the trading post and Thunderbird Ranch. By December of that year, the new water-storage reservoir and pumphouse system also were complete. The Park Service had limited involvement in this new monument, and the agency's needs were minimal.

During the monument's early years camping facilities were meager. In the late 1930s, visitors camped around the custodian's residence, near the new stone pumphouse, or out on the canyon rim. The cottonwoods around the pumphouse made the site cooler during the summer months and more popular with the campers. Anglo visitors, however, frequently displaced the Navajos who were accustomed to camping there. The area also was subject to frequent floods.<sup>37</sup>

Cozy McSparron knew an opportunity when he saw one, so he lost no time taking advantage of the Park Service's new well. Cozy obtained the well water at metered rates, and he received permission to plant and water the grounds of the Thunderbird Ranch. As soon as he tied into the system in 1937, he took down his windmill, stock

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<sup>35</sup>Brugge and Wilson. Administrative History. 43.

<sup>36</sup>*Ibid.*, 39.

<sup>37</sup>*Ibid.*, 77.

tank, and pump.<sup>38</sup> While Cozy used most of the water for local Navajos and ranch guests, the reliable supply meant more flowers, green grass, and taller cottonwoods around the east side of the ranch. The west side of the ranch and trading post still contained the utilitarian buildings for storing hay and equipment, small corrals for sheep and horses, and areas for weighing wool.

By the late 1930s the Thunderbird Ranch had developed a more refined side to its nature. Cozy's collection of Indian baskets remained tacked up to the walls in the ranch house, but Inja, Cozy's second wife, made some improvements. She added oil paintings and modern literature to the ranch's amenities. A native of Kansas, Inja was a dark-haired, medium-sized woman who was somewhat of an anomaly on the Reservation. An opinionated intellectual, Inja wore beautiful clothes and Chanel #5. Her friendly manner helped her cultivate friendships with the senators and movie stars who stayed at the ranch. She operated her hostelry, however, with stringent rules. Each night she insisted on a sparkling white table cloth for the huge dining table underneath the wagon-wheel chandelier in the ranch house's main room. Visitors--even movie stars--who did not get to her dinner table in time for a meal had to do without. Some of the luckier late-comers managed to beg something to eat from the custodian and his family.<sup>39</sup>

Through the late 1930s, the 1940s, and early 1950s Thunderbird Ranch attracted a number of notable visitors. Movie stars filming in the vicinity partook of Cozy's and Inja's hospitality. Claudette Colbert, Guy Madison, Rory Calhoun, and others stayed at the ranch. During her visits Lola Montez slept through breakfast nearly every morning, so she often wandered over to the Custodian's house for coffee with his family. Senator Sam Rayburn visited when he could, and he had a standing order for western shirts from Cozy's trading post. Rayburn also sent a steady stream of eastern visitors to the ranch. He delighted in introducing them to a classic western experience complete with ranch, trading post, and story-telling trader. Other Anglo visitors came to Cozy's to study the Canyon's pre-history and history, to revel in its beauty, or to rest in its quiet surroundings. For two weeks each year Marian Glumby of Dior's haute-couture fashion house in Paris relaxed at the Canyon. Ansel Adams, David Muench, and Maynard Dixon sought inspiration from the mystical landscape. Although the reasons for the visits varied, most returned to experience the Canyon again.<sup>40</sup>

The local Navajos viewed Cozy's trading post in a more practical sense. For them, the trading post held both social and economic importance. Individuals and families came on horseback and in wagons to spend several hours visiting with each other and eventually trading with Cozy for supplies. In a family, both the husband and wife traded with Cozy, but the wife did most of the trading. Because the wife owned most of the property and she brought in rugs, dried peaches, or wool, she bartered with Cozy for groceries, yard goods, or other staples. When horses, cattle, or lambs were involved in a trade, the husband usually worked out the deal with Cozy. If Cozy believed a bartering session was going well, he often pulled a can of tomatoes and a box of crackers off the shelves. After opening the can, he proceeded with the local custom of sprinkling sugar over the tomatoes. While Cozy and the party with

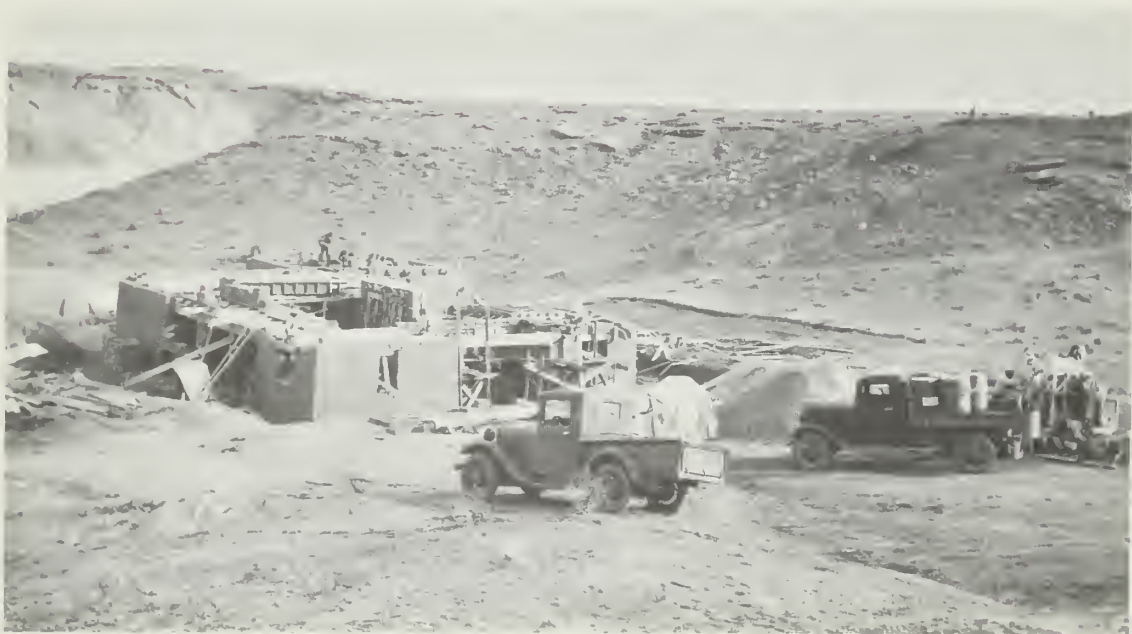
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<sup>38</sup>Ibid., 59.

<sup>39</sup>Interview with Meredith Guillet.

<sup>40</sup>Ibid. Meredith Guillet stated that Cozy evicted his visitors if they got too rowdy. Following a run-in with Cozy, Rory Calhoun and other members of a film crew had to leave for less plush accommodations in Chinle.





In 1935, construction began on the National Park Service's custodian's residence. The Pueblo Revival building fronted the road into the area, and it sat to the south of the Chinle Trading Post and Thunderbird Ranch.

National Park Service photo by landscape architect Chuck Richey, 1935, Canyon de Chelly National Monument Collection.



The Canyon de Chelly custodian's residence also contained the monument's tiny office (the wing on the left). The residence portion housed a large living room, dining alcove, two bedrooms, and a bath. In this photo the residence neared completion.

National Park Service photo by landscape architect Chuck Richey, 1935, Canyon de Chelly National Monument Collection.





The interior of the main room of Thunderbird Ranch house was orderly and comfortable. Geraniums grew in metal buckets along the window sills of the bay. Chintz drapes in a floral pattern and sheer curtains covered the windows. Nearly wall-to-wall Navajo rugs covered the floor. Wicker easy chairs provided comfortable seating for guests. An arrow sticking out of one of the vigas (beams) undoubtedly furnished ample material for conversation.

Photo circa 1935 from the Charles W. Porter Collection 1928-1962 in the National Archives.



Navajo rugs covered the floor and some of the furniture in the dining room of Thunderbird Ranch. Baskets decorated the roughly plastered walls. The floorboards, exposed in only a few places, were lighter than the dark-stained moldings and doors.

Photo circa 1935 from the Charles W. Porter Collection 1928-62 in the National Archives.



Leon H. McSparron in the rolled-up blue jeans, cowboy boots, and Tom Mix hat earned his nickname "Cozy" during his prize-fighting days in Gallup. Here he stands on the rim of Canyon de Chelly with Park Naturalist Rose and visitor Mrs. "White Mountain" Smith.

Photo from the National Archives.



Thunderbird Ranch in 1940. A small corral enclosed the yard directly behind the trading post. The larger fenced area for the ranch contained two gable-roofed structures (demolished), the log hay barn, the stone garage (demolished), and the stone sheep shed. The ranch house had a light-colored finish that informant Johnie Guerro thought was adobe plaster. Additional fencing enclosed the small grassy area south and east of the ranch house. The erosion-control vegetation planted in the wash has obtained a firm footing. The road from Chinle was at the upper left. The trading post offered gasoline as part of its merchandise.

National Park Service photo by George Grant, June, 1940, Canyon de Chelly National Monument Collection.





This 1940 photograph was taken looking south toward the main house of Thunderbird Ranch. The light-colored finish (adobe plaster?) covered the ranch house walls. The screened porch wrapped around the north and west sides of the ranch house. Flagstone pavers marked primitive paths among the buildings. No groundcover held down the dusty soils. The stone guest unit on the right had a screen door and window covering.

Photo courtesy of the Museum of New Mexico, erroneously titled "Hubbell Trading Post, Ganado, Arizona."



whom he traded worked out the finer details of the bartering session, they shared this small repast.<sup>41</sup>

For some of the local Navajos, Cozy's trading post possessed even more significance. Water in the Canyon de Chelly vicinity was scarce outside the wash. Many families living outside the wash had no water supply where they lived, so they depended on the water supply at the trading post to survive. The families usually hauled in large barrels on their wagons, and they spent hours filling the barrels and hauling the heavy loads back to their homes. This aspect of survival reinforced the significance of the trading post to the surrounding Navajo community.<sup>42</sup>

Cozy continued to provide a popular local business as well as tourist experience in his trading post. The lodging and canyon trips, however, proved more difficult for his free-wheeling ways. As early as the mid-1930s Cozy considered not renewing his National Park Service concessioner permit because he found that dealing with this new bureaucracy was too cumbersome for his tastes.<sup>43</sup> He also tried to talk the Park Service into constructing a new lodge for him, as it had done for the concessioner at Bandelier, but the area office rejected his pleas.

Toward the end of the World War II Cozy McSparron began suffering from ill health. As early as 1942 gastric ulcers had bothered him.<sup>44</sup> He decided that the responsibilities of running both the trading post and the ranch were too much for him, so he tried to sell Thunderbird Ranch several times. A contemporary account noted a hint of tiredness in Cozy's rugged life:

At Thunderbird, were it not for the arrows in the beams, the baskets and Navajo rugs on the ceiling and wall, we might imagine ourselves in the dining room of the Ritz. The service is perfect, the decor in good taste, the food delightful, the quiet colored man in his white coat seems always to be where an attention is needed. Yet, by its very perfection a meal at Thunderbird Ranch is a dissonance in our journey. One may suspect that the McSparrons, like others of us who have grown a little weary . . . have yearned for the suave luxuries which the country itself could never bring.<sup>45</sup>

After several unsuccessful attempts at selling the development he tried to move the trading post outside of the monument and offer guest services and a curio shop at Thunderbird Ranch.<sup>46</sup> This venture, too, fell through.

During the mid-1950s Cozy's health deteriorated further. In March, 1954, he was rushed to the hospital in Ganado for a two-week stay. He sold the monument concession operation the following month.<sup>47</sup> In 1954 Cozy and Inja McSparron sold

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<sup>41</sup>Ibid.

<sup>42</sup>Ibid.

<sup>43</sup>Brugge and Wilson, Administrative History, 55.

<sup>44</sup>"Custodian's Monthly Narrative," February, 1942. Available at the library, Canyon de Chelly National Monument.

<sup>45</sup>Lauritzen, "Children of the Yellow Twilight," 13.

<sup>46</sup>Brugge and Wilson, Administrative History, 86-87.

<sup>47</sup>"Superintendent's Monthly Report," March and April, 1954.



The Chinle Trading Post and Thunderbird Ranch, circa 1949. Since the beginning of that decade several changes had occurred. A flagstone veneer faced the exterior walls of the ranch house. A flagstone wall separated the ranch compound from the trading post. A small grassy patch grew in front of the ranch house. The garage (now demolished) in the utility compound and the northernmost stone shed (also demolished) remained in use. The small corral around the rear of the trading post had disappeared. Cozy had constructed workers' housing adjacent to the log barn (far left). The trees to the east of the ranch house (right) and those in the main channel opening of Canyon de Chelly (top -- left to right) had grown tremendously.

Photo by Jack Snow, 1949, courtesy of the Museum of New Mexico.

Thunderbird Ranch and the trading post to John Nelson, A.B. Nelson, and Ida Mae Borum. Both of the Nelsons were former employees of Babbitt Brothers of Flagstaff, and Mrs. Borum formerly owned the Leupp Trading Post.<sup>48</sup> The new owners made a number of improvements in their facilities: they replaced flagstone walks with cement walks, they stuccoed the trading post and a handful of other buildings, and they converted some of the utilitarian buildings to rental units.<sup>49</sup>

However, the new company's tenure of the guest ranch and trading post was short-lived. In the late 1950s one of the partners died of a heart attack, so the remaining partners decided to sell. At that time the ranch, then termed the Lodge, contained the following:

... a large room which at present functions as a dining room and lounge, a kitchen, cook's room with bath, and living quarters for the concessioner consisting of two bedrooms each with bath and a large living room. Also in this building are two guest rooms, each with bath.

There are two large porches on the main building. The manager's cabin has two bedrooms, each with bath, a living room, and a kitchen.<sup>50</sup>

Other buildings listed on the inventory included two employee cabins, a utility-and-storage building, a barn-and-storage building, and three guesthouses. At that time the Navajo tribe considered acquiring possessory interest in the concession but decided against it.<sup>51</sup>

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<sup>48</sup>Brugge and Wilson, Administrative History, 127.

<sup>49</sup>"Superintendent's Monthly Reports," 1954.

<sup>50</sup>Brugge and Wilson, Administrative History, 151, quoting from Prospectus.

<sup>51</sup>*Ibid.*, 150.



In 1953, the monument headquarters lacked the order of the adjacent trading post and ranch. A member of the monument staff took this photograph to "illustrate the need for development." The staff had outgrown the original adobe building and expanded into a portable structure (right). The maintenance yard sat to the southeast of the residence.

National Park Service photo by Les Arnberger, 1953, Canyon de Chelly National Monument Collection.



### The La Fonts

In 1960 Justin La Font and his wife, Odessa, acquired Thunderbird Lodge for approximately \$110,000. Justin came to Canyon de Chelly an established businessman. One of the La Fonts' contemporaries remembered Justin as looking like a cross between Alan Ladd and Richard Widmark, and Odessa as a fine-looking brunette with "lots of feminine grace." After working at the Leupp trading post and a series of others, Justin La Font owned the trading post and a small oil refinery at Prewitt, New Mexico. When he acquired the Canyon de Chelly operation, he retained some of his business interests in Prewitt.<sup>52</sup>

Justin and Odessa La Font made several immediate changes in the functions of the buildings. They altered the front porch of the ranch house into an office and waiting room for guests. They changed the north end of the trading post into a cafe for local people. Within a few years after acquiring the operation, they discontinued the family-style dining room service traditionally offered in the ranch house. After expanding the trading post building, they moved all of their food-service operations to that structure.<sup>53</sup>

The biggest changes to the trading post happened during the 1960s. Additions to the north and south of Cozy's concrete safe expanded the interior spaces. The north end of the building housed the new cafe and kitchen. The central portion remained an open space with the old trading post counter. At the north end of this main room sat refrigeration units, the meat-cutting saw, and the meat department. The south end housed an office and the clothing and dry-goods departments.

The addition on the north side of the safe held produce, while the addition on the south side contained the shoe department.<sup>54</sup> Sam Day's old trading post looked more like a modern grocery/variety store each year.

The changes to Thunderbird Lodge and the trading post were indicative of larger changes happening throughout the Navajo Reservation. When the road from Window Rock to Ganado was paved in 1953, motorized vehicles carried greater numbers of tourists to the Ganado-Chinle area.<sup>55</sup> More paving--to Chinle and into Canyon de Chelly National Monument--was imminent. The National Park Service had long before outgrown its small facilities at Canyon de Chelly, so federal planners looked toward expanding operations. Greater numbers of visitors meant that the monument had to have a larger and more structured campground, a new visitor center, more staff housing, and a real maintenance yard. The Park Service planners worked most of those projects into the Mission 66 program. In 1960, the Park Service constructed modern residences south-southeast of the old trading post. The construction of a new entrance road changed the monument's entrance to a location nearer the actual mouth of Canyon de Chelly. In 1964, the new visitor center opened on a hill just above the Canyon's mouth.

The La Fonts, too, felt the impact of the paved roads. They most often had more prospective guests than they had rooms. To house the steadily increasing number of tourists, Justin sought approval to construct new motel units. In July, 1962, his first

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<sup>52</sup>Interview with Meredith Guillet. The interview with Johnie Guerro notes similar information.

<sup>53</sup>Brugge and Wilson, Administrative History, 159-161.

<sup>54</sup>Interview with Johnie Guerro.

<sup>55</sup>Brugge and Wilson, Administrative History, 126.



10-unit motel opened for use. A year later Justin complete his 12-unit motel building. These new, concrete-block buildings sat to the north of the old ranch house. Their wide-eaved porches provided more shade from the hot desert sun. Their design was not noteworthy. They were simple, functional buildings with no significant architectural features. They were merely envelopes for more spacious guest rooms. Their plain character allowed the more noteworthy aspects of the development to stand out.

Perhaps the most significant change to Thunderbird Lodge and trading post in the 1960s was the development of its "oasis in the desert" image. When Justin built the new motel units, Odessa expanded the areas she worked with her green thumb. Odessa did not confine the grass to a small area on the east side of the ranch house. She planted grass, trees, and shrubs around the new units and the old stone units. New fencing and cattle guards kept out the traditional free-roaming sheep, goats, and cattle.<sup>56</sup> To deter vandalism and provide safety in the evenings, the La Fonts also installed two streetlights.<sup>57</sup>

Although Chinle grew following the introduction of paved roads, certain social aspects of the monument's developments remained strong. By the mid-1960s, the Thunderbird Ranch and trading post retained its position as a social center for the local Navajos. Most came to patronize the coffee shop rather than to trade. The La Fonts' expanded motel was quite successful because visitors traditionally liked to stay close to the canyon. In the summer they enjoyed the cooler atmosphere around Thunderbird more than the hot, oppressive heat of Chinle.

With the decreasing emphasis on trade, Justin La Font decided to concentrate his efforts on the motel and restaurant operations. In June, 1969, the Navajo Tribe granted him permission to close the trading post. The closure of the trading post also ended gasoline and oil sales within the monument.<sup>58</sup> With the trading post gone, Justin could turn the old building into a food-service operation.

The end of the trading function within the monument was the end of an era. During the time that the trading post existed, the Navajo Tribe was a third party to the concessions contract between the concessioner and the National Park Service. When the trading post closed, the tribe was no longer legally involved. The vested interest of the tribe continued the payment of the franchise fee until that concessions contract expired in 1973. Then the concessioner came exclusively under the jurisdiction of the National Park Service.<sup>59</sup>

The closure of the trading post also meant a passing of the old ways. The trading post was built to serve the marketing needs of the local Navajos and provide them, often on the barter system, with yard goods, groceries, agricultural supplies, other necessities, and a few luxuries. By the time the trading post closed, most local families no longer needed the trading post services. The use of the barter system declined in favor of cash. Pick-up trucks were the new and sensible method of transportation, and they made travel easy to Window Rock or Gallup where prices were cheaper. Paved roads made the long trip even faster. In the 1960s, developments in utilities in the Chinle area meant that nearly all local

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<sup>56</sup>Interview with Johnie Guerro.

<sup>57</sup>Brugge and Wilson, Administrative History, 170.

<sup>58</sup>Ibid., 253.

<sup>59</sup>Ibid., 254.



This photograph, taken during the mid-1960s, showed the changes to the monument and concession operation. Justin's new motel units sat to the north (above) of the ranch house. A small vestibule sheltered the entrance to the coffee shop. The gas pumps sat at the southeast end of the building. Grading for the new parking area caused large amounts of surface disturbance. The new road to Chinle exited to the northeast (upper right) of the Thunderbird Ranch development before heading west at the wash.

National Park Service photograph, Canyon de Chelly National Monument Collection.

Navajos had easy access to water. They no longer depended on the trading post and monument to supply the precious resource. In their nostalgic search for the ways of the old west, perhaps the tourists noticed the loss of the trading post more than the local people did.

Yet one function remained. As the La Fonts expanded the old trading post into a new cafeteria, the local Navajos and other members of the community continued to gather there and exchange news--but over a cup of coffee in an air-conditioned building rather than under the shady trees outside. The area's social importance as a gathering place remained.

During the 1970s the vegetation grew around all of the modern buildings, and this growth eased the visual harshness of the architecture's straight lines. The modern buildings began to dominate the built environment, yet vestiges of the early history remained. On the cafeteria building a few log ends poked out of the stucco, and the thunderbird weathervane still graced its roof. The vigas in the old ranch house living room received new coats of varnish as the curio shop developed and the building's residential functions disappeared. Justin gradually turned over management of Thunderbird Lodge to his sons, Roland and Gerald.

The La Font sons made two significant changes to the Thunderbird Lodge development. First, they rehabilitated the former custodian's residence. After construction of the new Park Service residences in 1960, the old building received less use and maintenance through the years. In the late 1970s the Park Service finally vacated the structure. In 1978 the National Park Service assigned the building to the concessioner and approved its renovation. The La Fonts completed the renovation (plumbing, electrical, cosmetic finishes) and used the building as a concessioner residential unit. Second, they re-roofed the stone motel units and the old ranch house with rust-colored concrete tiles. Although this improved the aesthetic appearance of the buildings, from a historic standpoint the re-roofing further altered the development's appearance.

The La Fonts eventually tired of the restrictions and regulations that came with the job of Park Service concessioner. In 1984, Justin's, Incorporated sold Thunderbird Lodge to White Dove, Incorporated. Justin and Odessa had long since retired to Socorro, New Mexico. Roland and Gerald moved on to other business interests in Chinle and outside Monument Valley.

### A New Era

Chet and Mary Jones of White Dove, Incorporated, wasted no time in proceeding with approved plans to expand Thunderbird Lodge. The concession contract between White Dove, Incorporated, and the National Park Service allowed for considerable expansion. In 1986, new construction on those units, designed in a modern pueblo-revival style, was completed. That same year the National Park Service paved even more of the parking area and added a number of streetlights to illuminate it after dark. The combination of these two major construction projects dramatically altered the remaining historic scene.

In 1902, Sam Day's primitive trading post was a single landmark on the dry desert landscape. During the 1920s, Cozy's dude ranch operation added other functions. Thunderbird Ranch and Cozy's trading post developed into a minor rural settlement and cultural node. The nearly suburban landscape of the 1980s resulted from ensuing decades of concession and Park Service development. The low rise of the buildings and the shading cottonwood trees provided a human scale, but the streetlights, numbers of buildings, and enormous paved areas removed the rural atmosphere.

The early buildings of the development changed so much through the decades with the improvements and upgrades of so many different owners that, in a strict architectural sense, the buildings retained little integrity. The old log trading post, for instance, received its stucco coating in the 1950s and a concrete wall south wall during the 1960s. The old adobe ranch house was expanded many times, and eventually covered with flagstone that hid--but also protected--its original adobe structure. Functional changes, too, altered the development's integrity. The loss of the trading post and the evolution of the dude ranch into a motel further diminished the area's historical integrity.

The one factor that remained constant was the vicinity's use as a social center. Although the Cozy-sponsored boxing matches in the ranch house living room were gone, in the 1980s the Navajo family across the road from the motel offered jackpot team roping. The cottonwoods lining the entrance road to the area remained a favorite luncheon spot for local people. Rather than parking their wagons and horses, they parked their trucks in the shade and visited while they ate. The paucity of restaurants in the town of Chinle helped the cafeteria retain its reputation as the best place to eat. All of these factors, plus the location of the development near the mouth of Canyon de Chelly, made the old Thunderbird Ranch a special place.



## CHAPTER II

### SITE AND LANDSCAPE

History -- Early photographs of the area taken shortly after the construction of Sam Day's log trading post in 1902 showed a distinctive lack of vegetation. Most likely the sparse flora resulted from years of overgrazing. The Navajos traditionally used the area for grazing sheep, goats, cattle, and horses. Also, the semi-arid climate severely limited the amount of vegetation in the area. The lack of vegetation in Canyons de Chelly and del Muerto further aggravated flooding and erosion. A natural overflow channel meandered through the trading post locale, so it was subject to frequent floods and subsequent erosion. By the end of the second decade of this century, the vegetation was so meager that only a handful of cottonwood trees existed north and east of the adobe ranch house. These were planted after 1902 when the trading post was constructed. No other vegetation was discernible in the early historic photographs.<sup>1</sup>

A map prepared by the Office of the Chief Engineer in December, 1932, showed the vicinity prior to any National Park Service development. The high-water and dry channels existed to the north and east of the Thunderbird Ranch. The old road to Chinle ran to the west and south of the ranch. The buildings of Thunderbird Ranch appeared in a schematic representation on the map.<sup>2</sup> Thus, by 1932, the built environment was taking on its own character. Cozy McSparron's trading post and Thunderbird Ranch were already landmarks on the old road between Fort Defiance and Chinle.

In the mid-1930s the National Park Service began its development at Canyon de Chelly National Monument. Changes to the area were minor at first. A small parking area served the Pueblo Revival Custodian's residence/office. The dirt roads and parking areas were dry and dusty in the summer, and muddy at times during the winter. Cozy's Thunderbird Ranch retained its general appearance. Small flagstone walkways connected the stone motel units. The ranch and trading post compound west of the ranch house contained very little vegetation. Most of the area had only bare dirt with no groundcover. The east elevation of the ranch house promoted an oasis image with sheltering cottonwoods and a small grass lawn. The variety of buildings--of log, stone, adobe, and frame--gave the development a distinctive character. The overall development conveyed a rural and utilitarian feeling. The building materials and the way in which they were used tied the development in with the early twentieth-century architectural traditions of the Navajo Reservation.

Several topics stood out in the history of the development. These elements, which shaped the form of the monument's developed area, are summarized here.

Plantings -- By the end of the second decade of the twentieth century, the first shade trees were established to the east of the ranch house.<sup>3</sup> By the late 1940s these

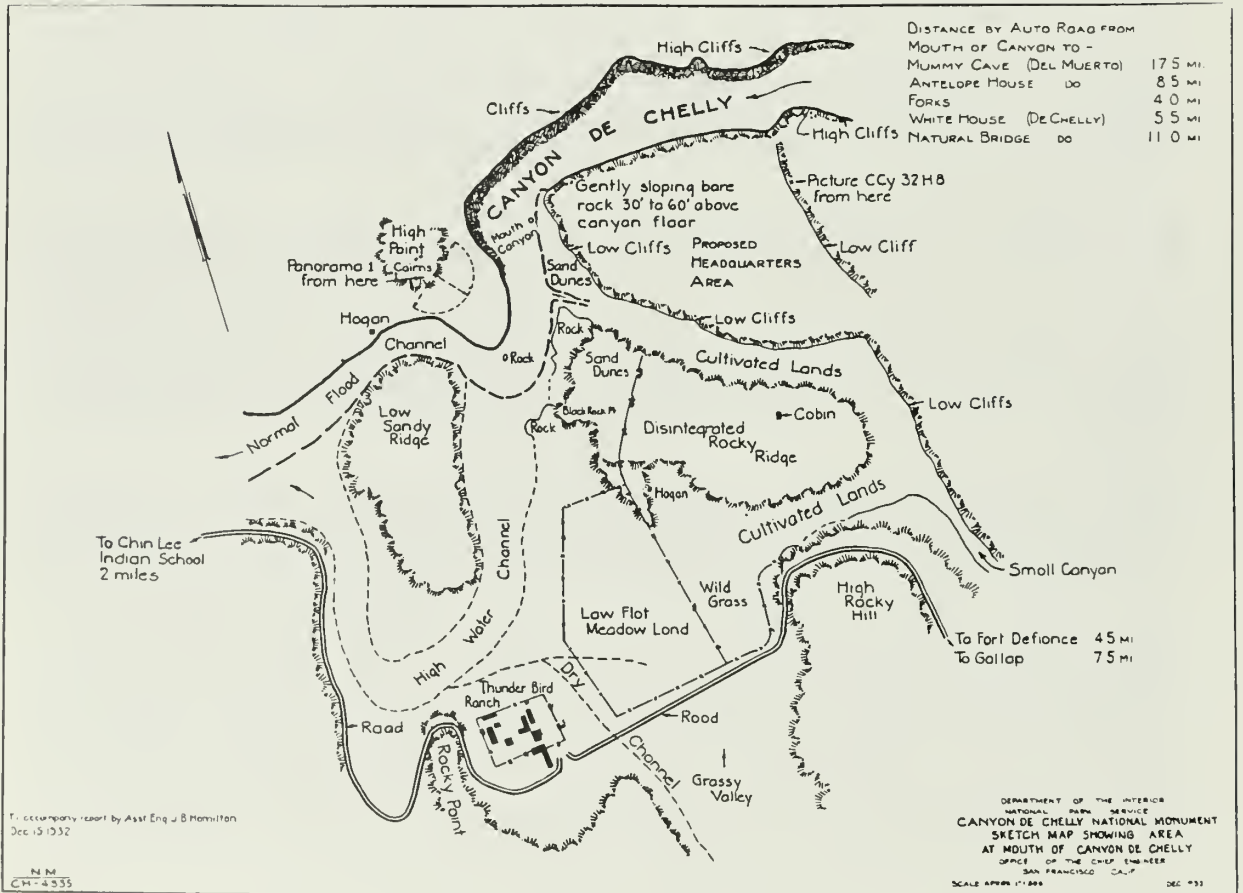
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<sup>1</sup>See the photographs on pages 3 and 4 of this report. Mary Jeanette Kennedy's book Tales of a Trader's Wife contains a 1917 photograph of the trading post and ranch showing the cottonwoods.

<sup>2</sup>Apparently the delineator made a mistake in drawing out the stone motel units. He connected two adjacent structures, making them one. All evidence indicates that these have always been separate structures. Considering that the map was only a sketch map with very general details, the mistake is minor.

<sup>3</sup>Although it seems quite possible that the traders cultivated some vegetables, no gardens of this type appear in the early photographs. Peach trees grew in the canyons--left by the Spaniards according to legend--so fresh fruit was available at least once a year.





1932 Site Plan Sketch



In this 1955 photograph of the custodian's residence and office, the stone coping and chimney pots remained on the building's uneven parapet. A ladder of pueblo design provided access to the building's highest roof. Projecting vigas and canales were evident. The people in the photograph stood on a flagstone walkway. Stone edged the dirt parking lot. Superintendent John Aubuchon at the left (in the hat) greeted visitors.

National Park Service photo by Parker Hamilton, Canyon de Chelly National Monument Collection.

cottonwoods were so large that Cozy had to trim them back.<sup>4</sup> While the photographs revealed a small lawn area east of the ranch house during Cozy's time, the strongest emphasis on planting the area was during the La Fonts' tenure.

The monument staff did extensive planting around the area at least twice. During February, 1940, the staff planted cottonwoods "north" of the custodian's residence.<sup>5</sup> The exact location was not noted. In March, 1952, the park staff planted about 150 russian olive trees and chinese elms around the "headquarters" area. The intent was to have the new vegetation help with erosion control and also to "provide much needed landscaping."<sup>6</sup>

Floods -- The developed area around Thunderbird Ranch and the Custodian's residence has been subject to a number of floods. The first one written about occurred in 1918. When the Kennedys received warning of and then heard the ten-foot-high wall of water rushing down the canyon, the trader and his family quickly put their belongings on countertops and tables. By the time the water spread into the ranch and trading post area the water depth had diminished, and the buildings and their contents sustained little damage.<sup>7</sup>

In February, 1940, a small flood in the canyon again washed water around the Thunderbird Ranch buildings. The flood also washed out a bank near the newly-constructed National Park Service sewer line.<sup>8</sup> The Park Service custodian urged the construction of diversion fences and dikes, which had been proposed by the Soil Conservation Service, to keep the waters out of the developed area. When a dike protecting the development was rebuilt the following summer, the custodian commented that "Cozy need not spend his spare moments singing 'River stay away from My Door.' any longer."<sup>9</sup> Small floods like this caused the agency to plant more vegetation around the mouth of the canyon and around the structures during the 1940s and 1950s.<sup>10</sup> As recently as 1975 flood waters surrounded the Thunderbird Ranch buildings, but again they did little damage.<sup>11</sup>

Other changes -- In the early 1960s Justin La Font installed the first two streetlights in the development. La Font had requested them to cut down on vandalism and for safety reasons.<sup>12</sup>

Grading -- The frequent flooding and the proximity of sub-surface groundwater to grade historically has created problems with drainage. In the spring of 1940, for instance, the custodian graded around the entrance to the office and added some

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<sup>4</sup>"Custodian's Monthly Narrative," April, 1948.

<sup>5</sup>"Custodian's Monthly Narrative," March, 1940.

<sup>6</sup>"Superintendent's Monthly Report," March, 1952.

<sup>7</sup>Kennedy, Tales of a Trader's Wife, 35.

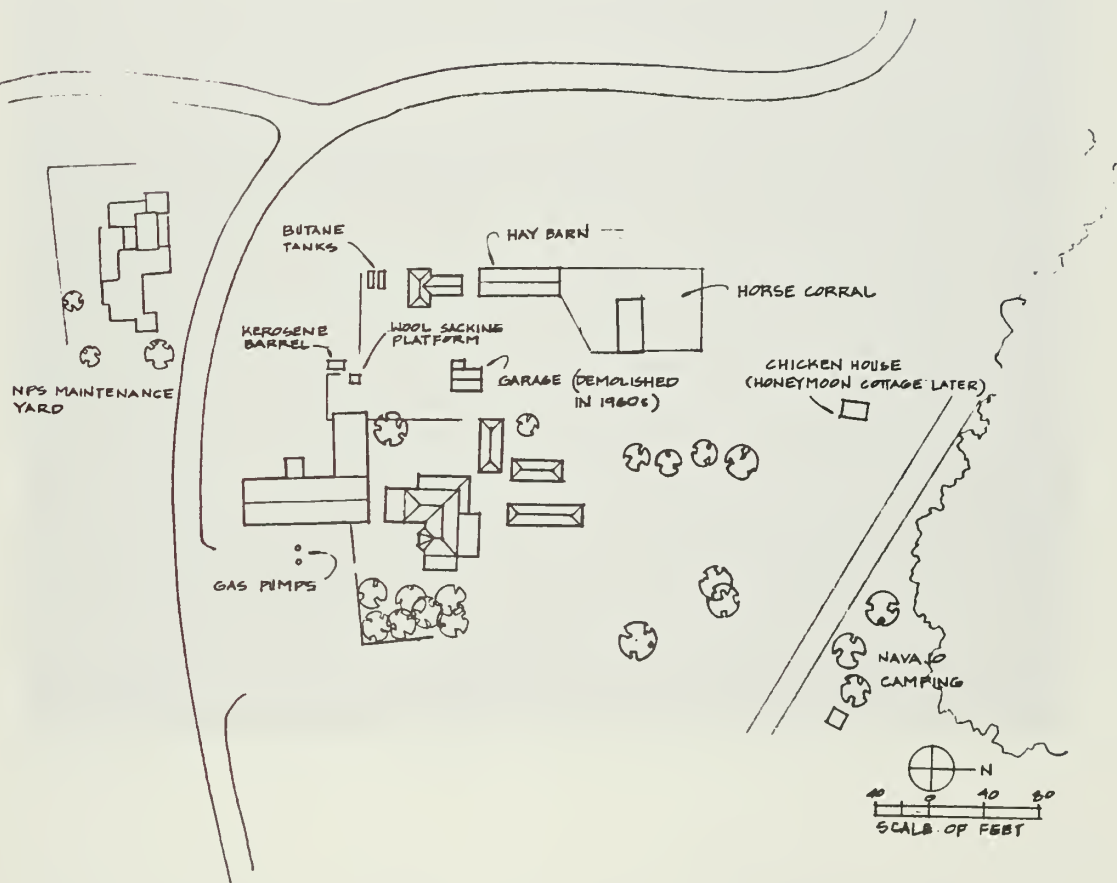
<sup>8</sup>"Custodian's Monthly Narrative," March, 1940.

<sup>9</sup>"Custodian's Monthly Narrative," June, 1941."

<sup>10</sup>"Custodian's Monthly Narratives," 1940s, and "Superintendent's Monthly Reports," 1950s.

<sup>11</sup>Interview with Johnie Guerro.

<sup>12</sup>Brugge and Wilson, Administrative History, 170.



Site Plan circa 1960



Thunderbird Trading Post and Guest Ranch looked like this in the early 1960s. Dirt surfaced the simple parking lot. The cottonwoods behind the stone wall had matured. The shade they provided in the summer gave welcome relief from the hot desert sun.

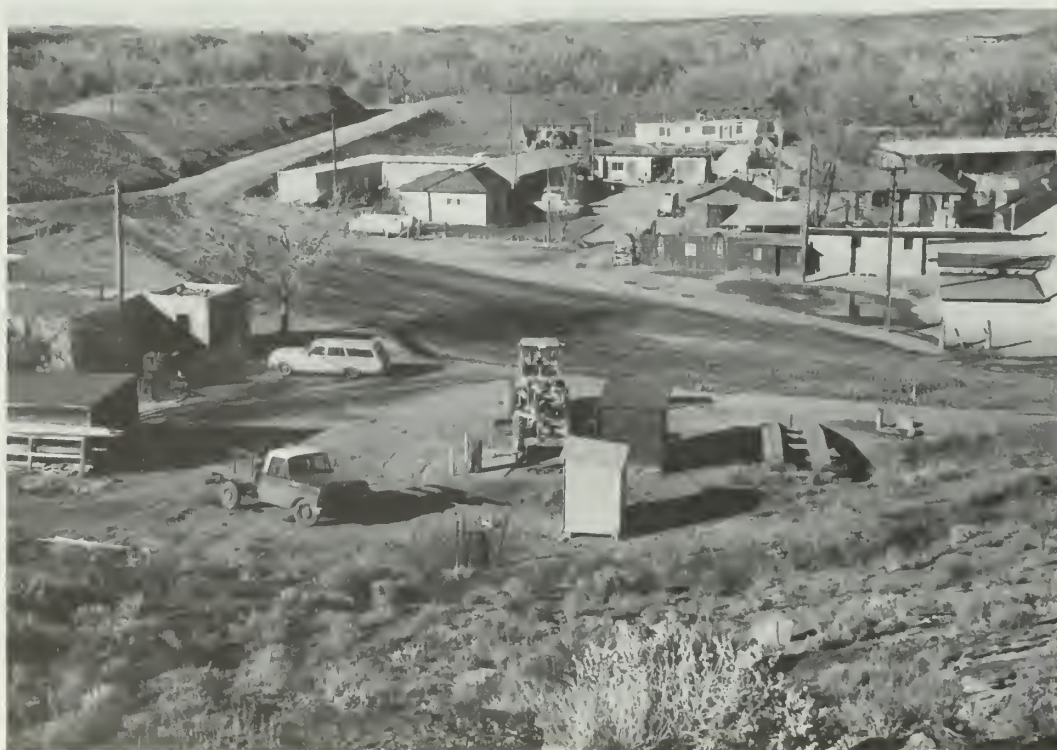
National Park Service photo, Canyon de Chelly National Monument Collection.





The National Park Service built a storage hogan (foreground) east of the custodian's residence and south of the ranch. A fence enclosed the ranch compound. Note the growth of vegetation in the wash in the upper part of the photograph.

National Park Service photo, circa 1960, Canyon de Chelly National Monument Collection.



During the mid-1960s, grading for the new parking areas began. Note the small structures and wooden fence west of the wareroom. The utilitarian nature of the western portion of Thunderbird Ranch is evident. The native vegetation has returned (foreground).

National Park Service photo, circa 1965, Canyon de Chelly National Monument Collection.



Grading for the expanded parking area entailed extensive surface disturbance. The new road to Chinle left the development to the north and east (center). Stone walls and a picket fence enclosed the grassy area in front of the ranch house.

National Park Service photo, circa 1965, Canyon de Chelly National Monument Collection.



sand to the soils to make the building's entrance less muddy.<sup>13</sup> At certain times of the year the mud around the motel's guest units made walking difficult for the guests. The Nelsons, new owners of the development in 1954, added cement walkways around the units.<sup>14</sup>

The parking area and the area around the Custodian's residence have undergone surface disturbance many times. The construction of the first parking lot (1930s), its expansion (1960s), and additional expansion (1980s) disturbed any archeological surface remnants.

In 1951 construction began on the campground.<sup>15</sup> All of the original picnic tables and fireplaces were completed that year.

Existing Conditions -- The grounds of the Thunderbird Lodge have changed dramatically since the trading post was first established. The site has gradually become more developed, paved, and landscaped. Where bare dirt once predominated, asphalt paving, concrete paving, or lawn now cover most of the site. This has changed the character of the site more dramatically than any particular building project. A complete system of concrete sidewalks now interconnects the entire area where dirt paths and bits of flagstone were once used. During the summer of 1986 asphalted parking areas with brown concrete curbs and gutters entirely surrounded the old core area of the lodge. New streetlights with tungsten halogen lamps were installed at that time.

The planted areas also have little relationship to the early history of the site and the natural terrain lying beyond the lodge compound. The earliest photographs of the trading post show a barren landscape without a single tree or shrub. It has been fairly common for Anglo-Americans moving into the arid west to establish oases of greenery using non-indigenous plant materials. At Canyon de Chelly this practice has resulted in relatively lush grounds surrounding the buildings of the old lodge area. These plantings are historically valid to the extent that they have evolved gradually since the construction of the ranch house. Considering all the other developments and changes that have occurred since the early trading post days, this one seems more satisfactory than most of the others.

A recent trend at Thunderbird Lodge has been to create areas of planting using materials native to the Southwest. This has been done in several areas to the east of the Old Custodian's residence. Among the plants used were pinon, devil's claw, and corn. These types of planting have an entirely different appearance from the older irrigated lawn areas with cottonwoods, chinese elms, and junipers. This is a new form of decorative landscaping being introduced at Thunderbird Lodge.

A number of velvet ash trees were planted in conjunction with the recent paving project at Thunderbird Lodge. These are located in planters within and around the parking lots east of the cafeteria building.

Individual elements of historic importance include the stone wall around the yard at the front (east side) of the old ranch house (gift shop), the stone wall behind (west side) the old ranch house, the iron bell on the wooden post behind the old ranch

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<sup>13</sup>-Custodian's Monthly Narrative," April, 1940.

<sup>14</sup>"Superintendent's Monthly Report," August, 1954.

<sup>15</sup>"Superintendent's Monthly Report," March, 1951.

house, and the various cattleguards on the roads leading to and from the site. Both the stone walls and the cattleguards are remnants of earlier landscapes which help express the history of the site.

Existing signs are wood painted brown with incised lettering painted white. Their design is appropriately simple and unsophisticated. Drawings showing the site and landscaping in both 1986 and 1989 show some of the more recent changes the concessioner has made to the site.

Recommendations. To some extent, the site development that has taken place was necessitated by the greater demands made upon the site and by the steadily increasing number of visitors. During the process a variety of inappropriate materials have been introduced, and the integrity of the historic scene has been compromised.

Future site management at Canyon de Chelly should focus on two areas of concern: continuity with the historic scene and a change in landscape treatments and irrigation practices. The preservation of extant historic fabric of some structures is currently threatened by improper grading and sprinkling adjacent to buildings. Grading and irrigation techniques must be changed in order to protect the existing buildings from foundation moisture, the primary source of deterioration. The sod located adjacent to historic structures should be replaced by low, ground cover perennial plants which still provide the cooling, lush effect of grass but require no watering once established. The periwinkle which exists in other locations on site is a good possibility.

In the remainder of the irrigated landscaped area around the historic core of Thunderbird Lodge the general effect of lawn with trees, particularly the cottonwoods, is more important than particular planting beds or plant specimens. Where trees are introduced, cottonwoods should be given priority because they were evidently the first shade trees planted at Thunderbird Ranch. Their use would provide an element of continuity within the site and with historic Southwest landscapes in general. Outside the core area and around the periphery, native plants are appropriate.

There needs to be continuity of materials used by the concessioner for site projects such as new fencing or paving. Existing flagstone paving should be maintained. Concrete paths installed before the sod was introduced should be maintained. A single type of material should be used for edging or paving, and no more vertical timbers of varying heights should be introduced. Creosote is a toxic material, and use of railroad ties should not be used in future landscape work. Stonework is particularly appropriate for the site, and concrete tire stops are not.

Night lighting should be limited to what is absolutely necessary for safety and security. The fixtures should be as simple and unobtrusive as possible, and the lights no brighter than absolutely necessary.

The simple painted wooden signs that are currently in use are appropriate in type if not scale. However, a future proliferation of signs should be avoided.

In summary, older features of the site should be maintained, new developments should employ materials that are consistent with the remnants of the historic scene, and planting, grading and watering practices should be changed to protect the historic structures.





In 1986 the landscape around Thunderbird Lodge looked considerably different than it did during Cozy's time.



Large signs identify the office. Streetlights and concrete sidewalk give the area a more suburban character.  
National Park Service photos by Beverley Spears.



Planting beds contain materials native to the Southwest. Some of the beds have timber edges. In the future only native grasses should grow in these islands, and timber edges should be avoided. National Park Service photos by Beverley Spears.





The cottonwoods in front of the gift shop outgrow the stone benches surrounding them. These were among the first trees planted at Thunderbird Ranch.



These plantings are compatible with the rural setting.  
National Park Service photos by Beverley Spears.

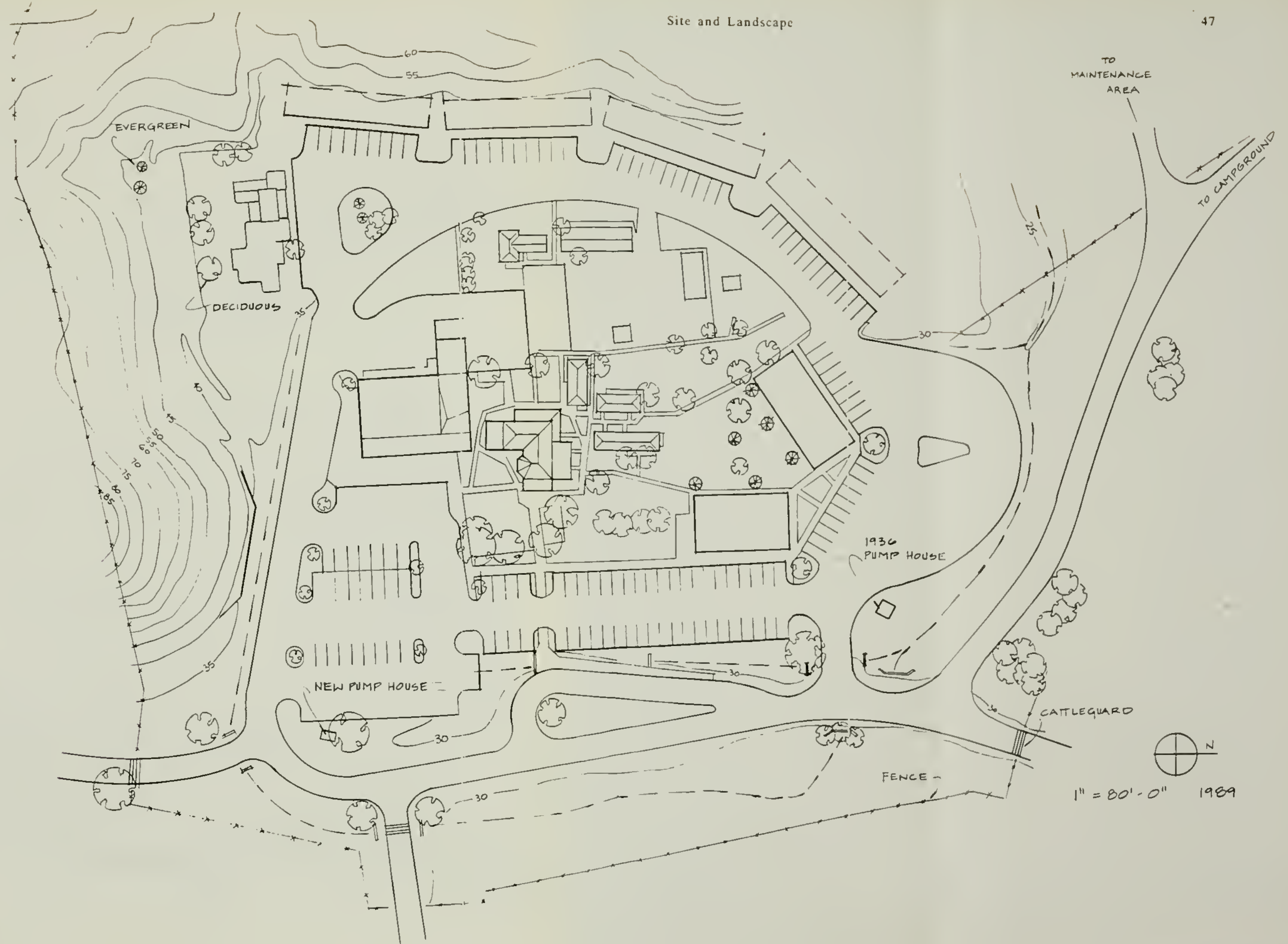


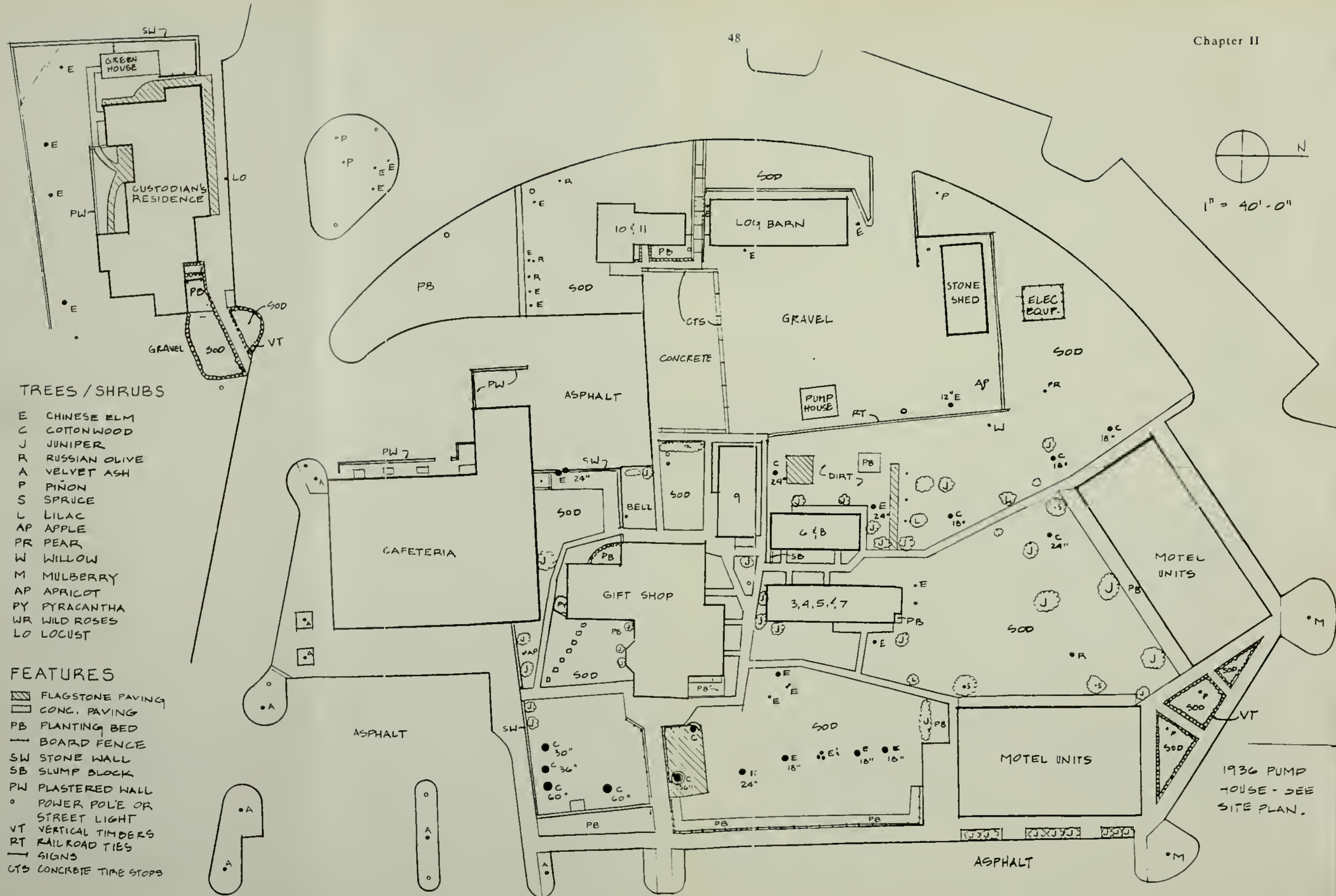
Grassy areas, such as this one, adjacent to the modern structures date from the La Fonts' time, and should be maintained.

Page 47: Existing Conditions Site Plan

Page 48: Existing Conditions Landscape Plan







## CHAPTER III

### INDIVIDUAL BUILDINGS

Overview and Summary -- The ten historic buildings included in this report are listed below in order of their earliest construction date.

	<u>Date</u>	<u>Early use</u>	<u>Current use</u>
Building 12	1902	Trading Post Wareroom	Cafeteria, pp. 83-97
Building 11	pre-1910	Ranch House	Gift Shop, pp. 51-56
Building 15	ca. 1920	Guest rooms	Cabin Units 6,8, pp. 115-120
Building 14	ca. 1922	Guest rooms	Cabin Units 3,4,5,7, pp. 109-114
Building 18	ca. 1925	Log Barn	storage, pp. 101-108
Building 19	ca. 1924	Stone Shed	storage, pp. 131-134
Building 16	ca. 1926	Bathhouse	Cabin Unit 9, pp. 121-125
Building 3	1936	Pumphouse	not in use, pp. 98-100
Building 1	1935-6	Custodian's Residence	Motel Office and Manager's Residence, pp. 67-82
Building 13	1946	Employee Quarters	Cabin Units 10,11, pp. 126-130

Construction dates of the ten buildings ranged from 1902 for the Trading Post to 1951 for the adobe portion of Building 13. Each of these buildings, except for the pumphouse, has undergone remodeling that altered both the exterior and the interior.

Since construction, most of the buildings, including the Trading post, ranch house, Custodian's residence, stone shed, log barn, units 9 and 10/11, have changed use to some degree. In some cases, these changes have been dramatic. The trading post, for instance, became the cafeteria, the ranch house became the gift shop, and the bathhouse became the luxury suite. These changes in use prompted many alterations to the physical fabric, but they also obscured and confused the historic origins and character of the buildings.

The typical monument visitor who is seeing the site for the first time probably is unaware of the history of the Thunderbird Ranch site. The history of the site cannot be easily deciphered because it has been so altered, and the visitor is given no comprehensive historical information. The suburban character of the site development, including the concrete curbs and gutters, modern exterior lighting, and asphalt and concrete paving, further obscure the site's physical history. There are no overt signs of the site's history since the small view window displaying the original log construction of the trading post that was exposed inside the cafeteria was covered in the remodeling of 1989. There are no historical markers on the site, and the visitor must infer from the huge old cottonwoods, stone walls, and stone and log buildings that this is a historic site.

This confusion about the area could be cleared up. An effort to preserve and maintain the historic character of the buildings and site should be combined with an interpretive program to make historical information readily available to the public. Free pamphlets available at the motel office and monument headquarters and interpretive talks onsite would remedy that situation.

Among the individual structures, the old Trading post is the most compromised. Its interior has nothing even suggestive of its early history except the concrete vault. The extensive additions on the west side of the building further obscure the original structure. The stone cabins have undergone periodic rehabilitation and floor plan



alterations. The most uncompromised structures are the Custodian's Residence, the hay barn, the stone shed, and the pumphouse. The hay barn and the stone shed were simple outbuildings of the ranch/trading post era. Their exterior appearance suggests the rugged frontier atmosphere of the Navajo Reservation. The log construction and the stone construction are both traditional building methods in this region.

The most architecturally valuable historic structure is the old Custodian's Residence. Many features of its excellent original design and construction remain. The office addition is compatible with the original building. Although this building has little to do with the early history of the site as a trading post and private guest ranch, it was constructed as part of a larger, national movement of architecture. Following the precepts of the rustic design ethic, National Park Service architects designed buildings in styles appropriate to park settings. Here, the architects chose the Pueblo Revival style. The flat-roofed stone pump house, also constructed by the National Park Service, is also Pueblo Revival style.

Aside from the social history of these buildings and their continued use as a gathering place, their greatest value lies in their type of construction: log, stone, or adobe. These materials are historic southwestern materials that are rarely used today. However, the two major adobe structures--the gift shop and the Custodian's Residence--no longer have their original exterior finishes, and the major log structure, the old trading post, has had its log exterior covered with stucco.

Seven of the buildings have pitched roofs framed with milled lumber. Of these, the two early log structures have corrugated metal roofs while the remaining five structures have red concrete tile roofs. These red tile roofs, which replaced the asphalt composition roofing in 1982, detract from the historic character of the buildings. The red tiles inappropriately suggest a Mexican or California Mission Revival theme even though their profile is not the traditional half-cylinder shape. Furthermore, the red color of the tiles is too dominant, drawing attention away from historic elements and original fabric.

A thorough history of paint colors on these ten buildings is unavailable. Some evidence of earlier colors is visible on the structures. Currently all the buildings have dark brown (Munsell 10R 3/1) trim. According to field evidence, the wood trim on the old trading post was once white. The wood trim at the eave of the trading post vault addition, which is now visible only from the attic of the cafeteria, is painted green. The wood trim on unit 6/8 was once kelly green, and traces of it are still visible. The asphalt rolled-composition roofing on the stone shed is now red, but it covers an earlier roof of blue rolled roofing.

According to old black-and-white photographs, the exterior of the ranch house used to be stucco or plaster in a very light color. Units 10/11 and the stuccoed section of the east wall of the log barn are painted a warm brown (Munsell 7.5R 5/4) that approximates the color of the pink-brown cement stucco on the old trading post. This color has been approximated elsewhere on the site including the painted lower part of the west porch of the gift shop, the painted plaster of the south wall of the stone shed, and the stucco of the new lodge units. The custodian's residence is now an orange-tan (Munsell 2.5YR 6/6) integrally-colored stucco finish. It appears to have been applied over a cementitious plaster painted warm brown (Munsell 10R 5/4). The original exterior finish of this building was locally-made mud plaster.

Acrylic stucco has been used on the new motel units and the new additions on the west side of the cafeteria. Such a modern material is acceptable for the modern buildings but should not be used on the historic structures.

Routine maintenance of the historic buildings, such as roof repair and exterior painting, is being performed fairly well. The greatest threat to the buildings at present is the problem of moisture at the foundations. Most of the buildings have readily apparent drainage problems caused by the site's location in a 100 year flood plain. Incorrect grading adjacent to some of the structures exacerbates the problem. A positive slope of 1/2" per foot minimum away from the perimeter of the building for at least six feet and preferably twelve is ideal. Planting beds, shrubbery, and lawns requiring irrigation should not be placed along the building foundations. This condition has increased moisture damage at the base of various buildings, particularly the stone guest units. Adhering to three conditions will ameliorate foundation moisture problems: 1) releasing no water at the bases of the buildings; 2) properly compacting and grading the earth around the foundations for positive drainage; and 3) maintaining existing gutters and ensuring that their discharge is carried away from the buildings. An appropriate ground cover for the areas immediately adjacent to building foundations would be herbaceous plants requiring little water but being visually compatible with the general landscape character of the lawns, trees, and planting beds that are in the vicinity of the older buildings.

Future management of these buildings at Thunderbird Lodge should respect their remaining historic nature in three ways. First, extant original fabric should be preserved. Second, dominant incompatible elements, such as red tile roofs, railroad ties and pseudo-Victorian ceiling fans, should be prohibited in the future. Third, the public should receive more information about the buildings and the site in the monument's interpretive program.

A. Ranch House  
Building 11, Including  
Gift Shop and Units 1 and 2

History -- The exact date of construction remains elusive. The building did not exist on the property in the earliest (ca. 1902) photographs around the trading post. The core of the structure existed in photos dated 1916 and 1917.<sup>1</sup> The adobe of that core section was slightly eroded and weather worn in those photographs. Also photographs taken during Cousins' tenure as trader (1905-1909) showed the ranch house.<sup>2</sup> The building, then, was constructed before 1910. Mrs. Kennedy wrote that when her family acquired the Chinle store (trading post), they "had the largest house around there at that time, many of the visitors came to us for lodging and meals though we really were not prepared, as they now are, to keep them."<sup>3</sup> Mrs. Kennedy also noted that they used their living room and "screened-in front porch" to accommodate guests. During the summer of 1918 a flash flood surprised the Kennedys. A ten-foot-high wall of water washed down the Canyon and spread out into their area. The water washed around the buildings, but did no real damage.<sup>4</sup>

The specific uses of each of the rooms of the ranch house have changed over time. During its use as a ranch house, the Kennedys took the only known interior photographs of the building. The large living room/dining room, now the main

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<sup>1</sup>Kennedy, Tales of a Trader's Wife, 15, 19.

<sup>2</sup>Scott Travis and Peter McKenna, Archeology in some Tourist Cottages at Thunderbird Lodge, Canyon de Chelly, Arizona (Santa Fe: National Park Service, 1988), 56.

<sup>3</sup>Ibid., 21.

<sup>4</sup>Ibid., 35.



room of the gift shop, has always been a relatively public space. As noted earlier, Mrs. Kennedy served informal meals and entertained guests in the room. Cozy McSparron used the room for boxing matches and gambling--probably during the 1930s.<sup>5</sup> During the building's days as the principal structure for the Thunderbird (dude) Ranch, the large room housed a large dining table where guests ate their meals family-style. The room became more of a formal dining room in 1955 when seating at separate tables supplanted the single large table.<sup>6</sup>

Existing Conditions -- The original adobe walls of the ranch house are approximately 10 to 13 inches thick. The flagstone veneer, which was applied to the exterior surface sometime before 1952, is still in good condition with apparently sound adherence, mortar joints, and condition of stone. However, minor cracking is present. Previous guest rooms 1 and 2, attached to the north side of the gift shop and recently converted into a gift shop display area, have a solid sandstone exterior wall to a height of about 2 feet above grade with adobe and flagstone veneer above. The sandstone wall on the north side just above grade shows some moisture damage due to frequent irrigation and inadequate drainage. The flagstone veneer is sound.

The exterior wood trim is painted dark brown. Some of the wood is deteriorated primarily with age. The paint is well-adhered and in good condition. The roof overhang gives some protection to most of the exterior wood trim.

The six-over-six double-hung wood windows are in fair condition. These windows have exterior screens. The enclosed front (east) porch and guest rooms 1 and 2 have steel windows, which are in good conditions except for some broken cranks.

The pitched roof of the gift shop is framed with 2x6s set 2 feet on center. The integrally colored red concrete roof tiles are in good condition except at the south end of the back (west) porch where several are missing or dislocated.

The north wall has exposed electrical conduit running on the surface of the flagstone veneer just beneath the roof overhang.

The building's five masonry chimneys also have flagstone veneer and are capped with horizontal flagstone similar in effect to the stone wall in front of the building.

The interior of the gift shop has been extensively remodelled. Of the original or early finishes and materials, the most prominent are the large vigas of the main area and display room #1. These vigas are slightly deflected from the weight of the earth they carried until it was removed and replaced with 4-inch or 6-inch fiberglass batts. Display area #3 also has vigas, although smaller (about 7-inches in diameter), and pine decking. These are aged to a light golden brown whereas the vigas in the gift shop main area and display room #1 are painted dark brown. The vigas of display room #1 continue concealed above display room #2 and bear on the north wall of display room #2. Elsewhere the ceilings are gypsum board.

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<sup>5</sup>Kayci Cook Manuscript.

<sup>6</sup>Newer and larger appliances, and a three-compartment sink, were installed in the ranch kitchen in 1955. See "Superintendent's Monthly Report," March, 1955.



The front entrance to the main building of Thunderbird Ranch (circa 1955) had a screened-in front porch. Log-slab siding made up the lower portions of the porch walls. Flagstone covered the paths between the buildings and the small patio (right). The grassy lawn filled the spaces between the pathways on the south and east sides of the ranch house. Dark stains at the base of the building indicated moisture seeping into the base of the building.

National Park Service photo, Canyon de Chelly National Monument Collection.



Three chimneys served the south end of the building. Most of the windows were six-over-six, and the window on the right had an alarm system. Watering this grassy expanse of lawn undoubtedly had some effect on the moisture seeping into the building.

National Park Service photo, circa 1955, Canyon de Chelly National Monument Collection.



By 1955, vines grew on the south portion of the west wall. A wall and fences also protected this small patch of lawn on the west side of the ranch house. Hoses for watering the lawn are evident in the photograph.

National Park Service photo, circa 1955, Canyon de Chelly National Monument Collection.





Screen doors and metal-sash windows indicated the more recent units at the north end of the ranch house. The stepped chimney on the left was original to the ranch house. The lack of groundcover was quite evident. The pathway in front of the newer units was concrete.

National Park Service photo, circa 1955, Canyon de Chelly National Monument Collection.





A combination of concrete (left and center) and flagstone (right) walkways provided access to the west side of the ranch house. The bell sat on its post adjacent to the back door. No vegetation relieved the expanses of bare dirt. Vines grew on the building.

National Park Service photo, circa 1955, Canyon de Chelly National Monument Collection.

Of note also are the oak strip floors that have a worn finish in places but are sound, level, and in excellent condition. Some of the adobe walls have been covered with gypsum board. Elsewhere the walls are almost completely concealed with shelving and pegboard display panels. The walls appear sound and uncracked except the north wall of display room #1 that has a series of wavy horizontal cracks almost 1/4-inch wide beneath the vigas. This wall has apparently settled because of water damage to the adobe base beneath the floor. The wall was last plastered in 1984 so the movement is recent.

The door from the front porch to the main gift shop area is a vertical plank door (2-feet-7 1/2-inch x 6-feet-7 1/2-inch x 1 1/2-inch) with black iron hinges that may date from the ranch house era. Other doors in the building appear to be recent. Display area #3 has original 1x4 interior trim around most of the windows and doors.

The square glass ceiling fixtures in guest rooms 1 and 2 are probably original. The wagon wheel in the main gift shop area is part of the light fixture in use when the building was still the ranch house. All the bathrooms have been recently remodelled and are of no historic value.

The fireplace in the main gift shop area is apparently the original stone and cast concrete fireplace that now has a glossy brown paint on the mantle and surround.

#### Recommendations

1. Carefully patch exterior cracks with mortar colored to match existing.
2. Replace missing roof tiles and reset loose roof tiles.
3. Replace fluorescent lights with incandescent.
4. Move display to uncover fireplace in main area of gift shop.
5. Provide handicapped access on to the east porch with a concrete or flagstone ramp.
6. Replace aluminum entrance doors with wood doors--full or half glass.
7. Monitor cracking of north wall of display room #1.
8. Remove surface conduit on exterior walls.



In 1986, shrubs and vines visually softened the lines of the old ranch house. Although the red tile roof improved its appearance, it detracted from the historic structure's integrity.



The rear porch was enclosed and swamp coolers were added. The historic bell was moved from its original location near the back door to a place approximately twelve feet southwest.

National Park Service photos by Laura Soullière Harrison.



In 1986, the north end of the ranch building had new doors, and wider concrete paths provided access. Grass grew to the north of the old ranch house.

National Park Service photo by Laura Soullière Harrison.





In 1986, the wagon-wheel chandelier still illuminated the former living room of the ranch house, however it had undergone some alteration. The wood floors, dark-stained vigas, and original fireplace mantle remained in tact.



National Park Service photos by Laura Soullière Harrison.



Cozy hung his collection of hundreds of Indian baskets from these vigas. The steel reinforcing on the vigas probably dates from the La Fonts' era.

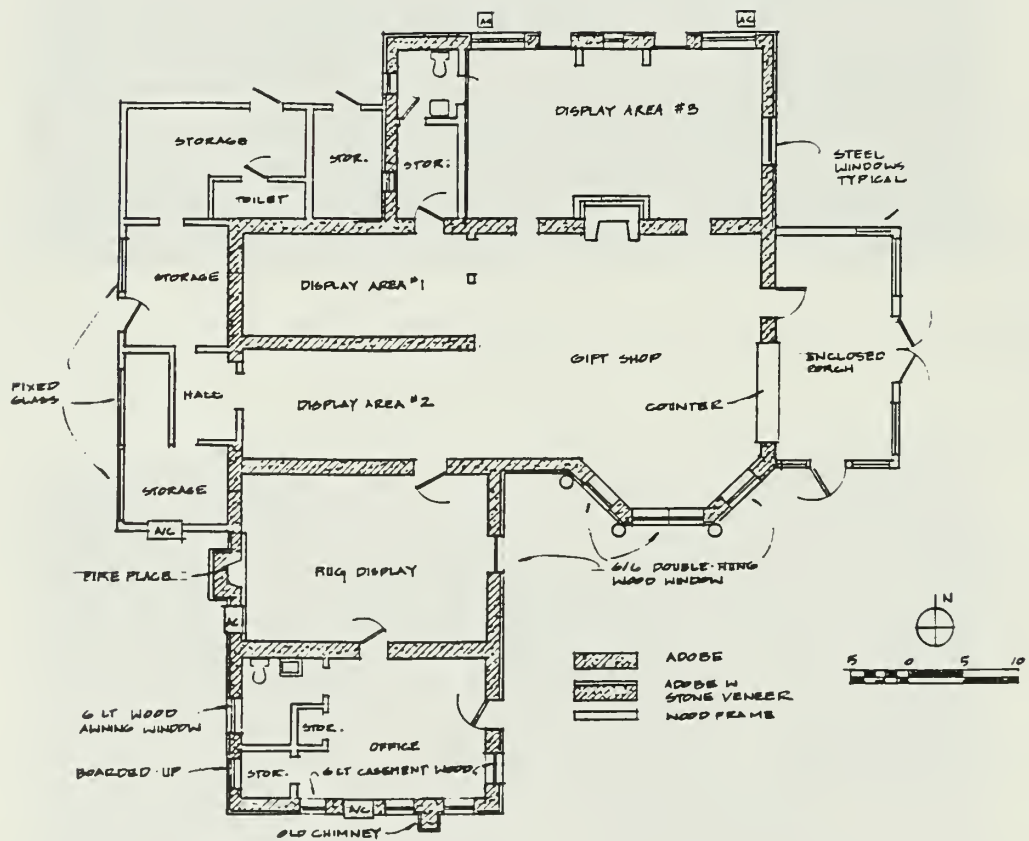


In 1986, a sales shelf obscured the original fireplace mantle.

National Park Service photos by Laura Soullière Harrison.

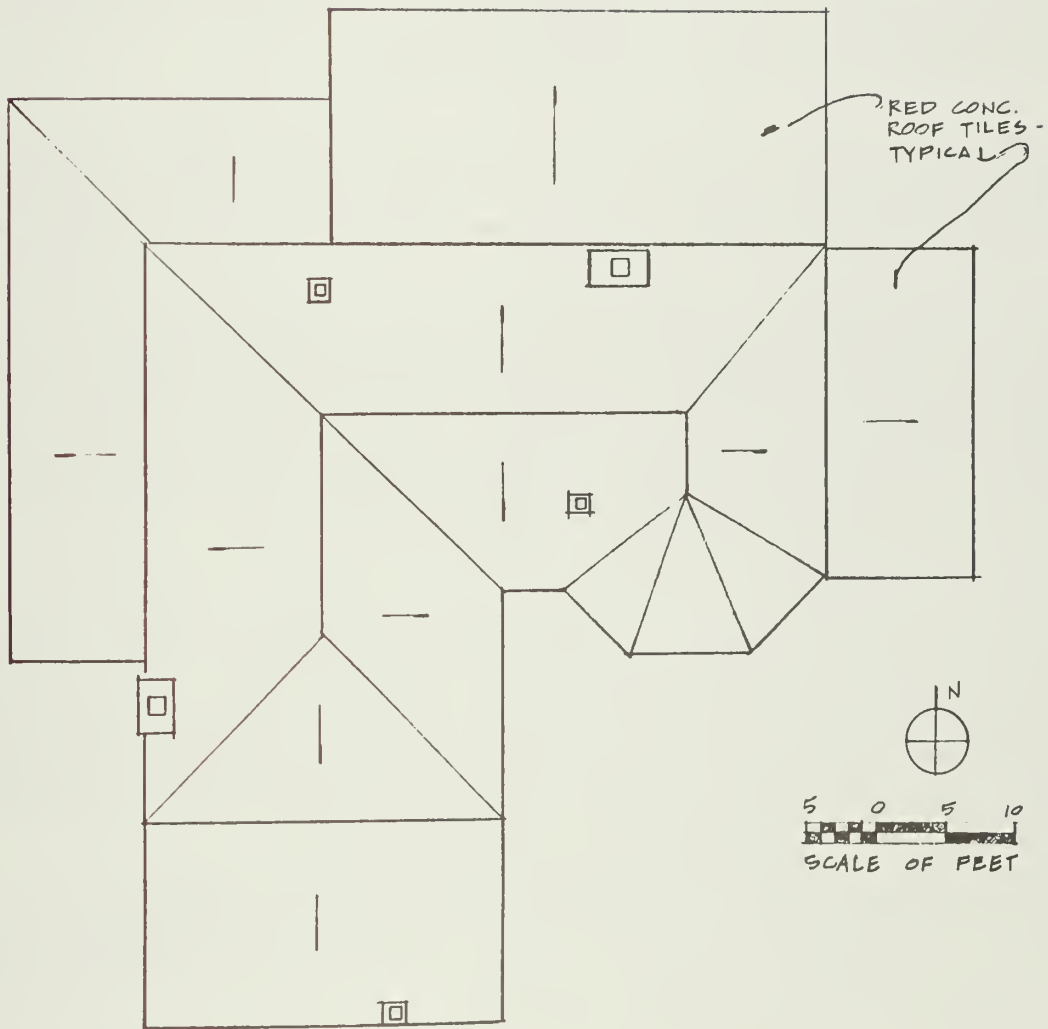
ROOM	FLOOR	WALLS	CEILING	BASE
MAIN ROOM	OLD OAK STRIP	PLASTER ON ADOBE	VIGAS, BOARD DECKING	1x6 PAINTED WHITE
DISPLAY ROOM #1	NEW OAK STRIP SHEET GOODS	PLASTER, PEG BOARD, OR GYP BD.		NONE
DISPLAY ROOM #2		BROCADE FINISHED GYP BD.	12" x 12" ACOUSTIC TILE	1x6 PAINTED WHITE
RUG DISPLAY	OLD OAK STRIP	GYP. BD. OR PLASTER, BROCADE FIN.	GYP. BD.	1x6 AND 1/2" QUARTER ROUND STAIN'D
OFFICE				
NORTHWEST STORAGE ROOMS	12" x 12" VINYL ASBES. TILE	PLASTER/ GYP. BD. / 5" T&G. HORIZ. WOOD PT'D	CELOTEX / PLYWOOD / SMALL ROUND BEAMS	NONE
DISPLAY ROOM #3	3" BOARDS	PLASTER & PEG BOARD	VIGAS, BOARD DECKING	NONE
BATH #1	SHEET VINYL ON WOOD	WALLBOARD PAINTED WHITE	FIBERBOARD	4" BROWN VINYL
ENCLOSED ENTRY PORCH	CARPET	5 3/4" V-GROOVE T&G PINE VARNISHED	SAME AS WALLS.	NONE

Chart of Interior Finishes, Ranch House/Gift Shop - 1989



Floor Plan Ranch House/Gift Shop - 1989





Roof Plan Ranch House/Gift Shop - 1989

B. Custodian's Residence  
Building 1  
Motel Office and Managers' Residence

History -- Of all of the buildings included in this report, the greatest amount of documentary information exists on this residence. The building, designed by the National Park Service, housed the first Park Service custodians and later superintendents of the monument. The records kept during the course of the building's construction and through its various periods of occupancy provide a fairly thorough history of the major changes to the building. A considerable amount of information on the building's maintenance also exists.

In 1935, the Branch of Plans and Design of the National Park Service in San Francisco coordinated and oversaw all design and construction for the western national parks. The Branch of Plans and Design had developed, under the leadership of landscape architect Thomas C. Vint, into a vital group of young men who practiced a "non-intrusive" design ethic in their work. These practitioners sought out those elements that made the buildings required for park development as harmonious as possible with their park settings. They experimented with logs, stone, adobe, and other building materials. They figured out ways of shaping those materials into structures that not only belonged in their often scenic settings but also receded into them. They allowed a building site to dictate the appropriate construction materials and often the shape and form of a building. In this Custodian's Residence, the designer allowed the broad cultural landscape of the southwest to dictate the architectural style--Pueblo Revival.<sup>7</sup> The principal designer of this building, whose initials "L.N.B." appear on the drawings, was architect Lyle N. Barcume. Barcume worked with architect Lyle E. Bennett on some of the Pueblo-Revival structures at Bandelier National Monument during the mid-1930s.<sup>8</sup>

In 1935 the National Park Service received separate Public Works allotments of \$6,000 and \$2,000 to construct a residence and a garage/storage building at Canyon de Chelly. The representatives of the Branch of Plans and Design in San Francisco decided to combine the two buildings into one integrated architectural unit and thereby save on construction costs. The project went out for bids, and eventually Lewis Brothers Construction Company of Phoenix received the \$10,000 contract. The plans called for the construction of an adobe building with a living room, dinette, kitchen, two bedrooms, a bathroom, hallway, an enclosed service porch, a 10x12 office space, a two-car garage, and a walled patio at the rear.

Work began on the structure in September of 1935 and was completed--despite a series of change-orders--by spring of the following year. The Final Construction Report for the building, completed after three years of use, recommended that the adobe plaster finishes on the interior and exterior should not be used in the future. The monument staff of one thought the finishes were too hard to maintain, and he was the only one around to maintain them. The report also recommended that the

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<sup>7</sup>William Tweed, Laura E. Soullière, and Henry G. Law. National Park Service Rustic Architecture: 1916-1942 (San Francisco, National Park Service, 1977).

<sup>8</sup>After several years of research Ms. Harrison has been unable to track down much information on architect Lyle N. Barcume. Although his characteristic sensitivities and high-quality design are readily apparent in his buildings, two of his contemporaries--Lyle Bennett and Cecil Doty--do not recall him at all. He seems to have left the Park Service in the late 1930s because his name no longer appears on drawings or correspondence. Other initials verifying an in-house architectural check of the drawings are those of A. Paul Brown. Brown worked on a number of rustic structures throughout the park system including the Superintendent's residence at Crater Lake National Park, designated a National Landmark status for its architectural significance.

heating system be replaced because it was inadequate for heating the rambling structure.<sup>9</sup>

At first the building served as the monument custodian's residence and visitor-contact office. The monument staff, always short on storage space and lacking any other structures to speak of, used the garages for storing artifacts and equipment. From 1935 until January, 1963, the building housed the custodian or superintendent and his family. From then until 1978, the building served as employee quarters. Following a short period of vacancy, the National Park Service assigned the building to Justin's, Incorporated for use in the concession operation. The building remained assigned to the concessioner when the operation transferred to White Dove, Incorporated. In 1985, it became the motel office for Thunderbird Lodge.

In addition to the usual maintenance, the building has undergone several major alterations. In 1952 the exterior walls received a three-layer coat of "cement plaster" over a 1-inch wire mesh at the same time that a new roof with rock-wool insulation was installed. The following year the former tool room was converted into a comfort station.<sup>10</sup>

The 1980 agreement between the Service and the concessioner required the latter to install a new heating system, bring the electrical and plumbing systems up to code, repair the roof and cracks in the adobe walls, sand and finish the floors, and install new kitchen cabinets. The concessioner was also required to maintain the building and grounds.<sup>11</sup> An addition was constructed to the north of the original garages in 1984/85 as part of the alterations to Thunderbird Lodge. The addition allowed the east side of the building to be used as the motel office space, while the west portion of the building remained a residence for the motel managers.

Several maintenance problems showed up consistently throughout the building's history. Additional information also turned up on the building during the course of research. These are summarized here.

Weatherproofing -- When the building was constructed, the contractor did not give the adobes or the structural wood for the vigas ample time to cure. As a result the materials shrank and caused some problems. During January, 1940, the custodian added adobe plaster around the windows, doors, and viga holes throughout the building. Those air spaces--caused by the materials' shrinkage several years earlier--had been patched in 1939 but still leaked. In 1940 the custodian also arranged to have storm windows constructed for the building.<sup>12</sup> The storm-window project continued throughout 1940. In January, 1942, the Custodian noted that he had weatherstripped the building so well that the fireplace would not draw properly unless he opened a window.<sup>13</sup>

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<sup>9</sup>Final Construction Report, no date, Canyon de Chelly file 207-22, Record Group 79, Denver Federal Records Center.

<sup>10</sup>"Individual Building Data" form 10-768, Canyon de Chelly National Monument.

<sup>11</sup>"Statement of Agreement Assigning Old Adobe Residence, Building No. B-1 to Justin's, Inc.," file C3819, Inactive Park Files, Canyon de Chelly National Monument.

<sup>12</sup>"Custodian's Monthly Narrative," January, 1940.

<sup>13</sup>"Custodian's Monthly Narrative," January, 1942.

Exterior Finish -- The exterior finish on the building was a constant problem ever since construction. The original adobe plaster finish required such intensive maintenance that the monument staff soon abandoned it for a "bitudobe" coating by 1940; but even this newer wonder coating had its problems. The finish flaked badly and required frequent patching--only slightly less often than the original adobe finish.<sup>14</sup> The staff patched the exterior in February, March, and April of 1942, and in June, 1943. By August, 1943, nearly the entire building was again replastered when a heavy rain removed all of the finish.<sup>15</sup> This labor-intensive repair process continued for several more years. One year the staff used bitudobe impregnated with DDT, to control insects.<sup>16</sup>

By 1951 damage to the piece-mealed exterior finish caused by water and weather was so bad that:

... exterior covering was removed from the entire upper part of the building and two badly disintegrated walls. Total area of over 1000 square feet. Rabbit wire was firmly secured onto the old adobe and coatings of cement, lime and paint added according to specifications. This portion of the building will hold for may years to come. Lack of funds prevented the completion of the entire exterior structure.<sup>17</sup>

Money came through during the fall of 1951 to re-do all of the building's exterior plaster in conjunction with a roofing job contracted out at the same time. The contractor removed all of the old plaster and covered the walls with a 1-inch wire mesh followed by three separate coatings of cement-and-lime plaster with final coating of cement paint. When the job ended in February of 1952 the Superintendent noted with a sigh of relief: "This will eliminate annual repair and patching jobs."<sup>18</sup> It did minimize repairs in later years.

Roofing -- Like nearly all other flat-roofed buildings in the Southwestern Monuments, the Custodian's Residence had its share of leaks. The roof, including the flashing, parapet, and stone coping (originally laid in cement mortar) underwent periodic repairs every few years.<sup>19</sup> By 1951 the monument received funds for a new roof complete with 2,000 pounds of insulation, two layers of roofing felt, 75-pound roofing paper, metal and wood flashings, and "roofing coatings."<sup>20</sup> Leaks in the new roof required repairs in 1954 and 1959, and the Superintendent resigned himself to

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<sup>14</sup>"Custodian's Monthly Narrative," September, 1940.

<sup>15</sup>"Custodian's Monthly Narratives," February, March, and April, 1942; June and August, 1943.

<sup>16</sup>"Custodian's Monthly Narrative," August, 1944; the custodian noted that the color of the plaster changed while he was on leave so he returned in to the "required bitudobe color." "Custodian's Monthly Narrative," January, 1946; DDT mentioned in "Custodian's Monthly Narrative," May, 1946; also "Custodian's Monthly Narrative," April, 1948, and August, 1950.

<sup>17</sup>"Superintendent's Monthly Report," April, 1951.

<sup>18</sup>"Superintendent's Monthly Report," February, 1952.

<sup>19</sup>"Custodian's Monthly Narrative," December, 1940; November, 1941; March 1942; April 1942; August 1944; October 1946; June, 1949.

<sup>20</sup>"Superintendent's Monthly Report," October and November, 1951; February, 1952.



the fact that "... this roof has been a problem for years after each heavy rain."<sup>21</sup>

**Movement --** The constant movement of the clays on which the building was constructed, and the proximity to subsurface groundwater added some minor maintenance problems. All of the development around Thunderbird Ranch and the Custodian's residence was in an old flood channel, and groundwater was about two feet below grade. When the clays expanded after the rains, for instance, the monument staff planed down the doors to fit the openings.<sup>22</sup>

**Exterior woodwork --** The documents show that the earliest treatment for exterior woodwork exposed to weather varied. The doors and window frames were varnished in 1942, and all of the exterior woodwork was "painted" in 1944 although no color was listed.<sup>23</sup> In 1952 and again in 1953 the woodwork was coated with linseed oil to preserve it.<sup>24</sup>

**Interior Changes --** The interior has undergone a number of changes during its occupation, although the majority of changes were cosmetic ones. Originally the interior walls were finished with adobe plaster, but this finish proved too cumbersome to maintain when the roof leaked so much. By 1942 the interior walls had a plaster finish that had been in place long enough that it was being repaired and repainted.<sup>25</sup> That same summer the monument staff rebuilt an interior fireplace with firebrick.<sup>26</sup>

**Interior painting** continued periodically after that time, although the records do not list specific colors, or finish (gloss, semi-gloss, or matte). Types of paint listed in the documents include casein and "KEM-tone."<sup>27</sup>

**The concrete floors** in the main rooms and the hardwood floors in the bedrooms were rehabilitated several times. The concrete floors were stained periodically. The hardwood floors were sanded, filled, and received a "finish coat" of an unspecified material (varnish or shellac?).<sup>28</sup>

**The toolroom** received a concrete floor in August, 1942, and was converted to a public restroom in May, 1953.<sup>29</sup>

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<sup>21</sup>"Superintendent's Monthly Report," August, 1959.

<sup>22</sup>"Custodian's Monthly Narrative," February, 1941."

<sup>23</sup>"Custodian's Monthly Narratives," September, 1942; August, 1944.

<sup>24</sup>"Superintendent's Monthly Reports," January, 1952; March, 1953.

<sup>25</sup>"Custodian's Monthly Narrative," July, 1942.

<sup>26</sup>"Custodian's Monthly Narratives," June and July, 1942.

<sup>27</sup>"Custodian's Monthly Narratives," April, 1944 and July 1949, respectively.

<sup>28</sup>"Custodian's Monthly Narratives," November, 1942; April, 1944; and July, 1949.

<sup>29</sup>"Custodian's Monthly Narrative," August, 1942; and "Superintendent's Monthly Report," May, 1953.

The building underwent a series of other changes. In 1941 the custodian installed venetian blinds in the bedrooms.<sup>30</sup> The staff "redecorated the interior of the office and the residence" in 1947, but gave no details on the work.<sup>31</sup> In 1951 the interior was completely refurbished beginning in the kitchen. After stripping the kitchen walls to the bare adobe, the staff applied metal lathe to the wall and coated it with a cement-and-lime mixture followed by a finishing plaster. New metal wall and base cabinets and a metal sink replaced the original. The floors in the kitchen and utility room received linoleum.<sup>32</sup> The asphalt tile flooring was installed in the living room and bathroom, and metal tile placed on portions of the bathroom walls. Oil circulating heaters were installed in the living room and bedrooms. In the fall of that year the fireplace was removed from the office and an oil heater installed.<sup>33</sup> The small opening between the office and the residence was plastered shut, and the door was removed in January, 1954.<sup>34</sup>

Landscaping -- The landscaping in the immediate vicinity of the Custodian's residence has changed quite a bit over time. During the early years, the patio area at the rear of the building, hidden from public view, had an extensive garden with all sorts of plants including iris, daisies, snapdragons, petunias, sweet peas, four o'clocks, chrysanthemums, violets, larkspurs, hollyhocks, blue flax, sweet alyssum, lilacs, and roses.<sup>35</sup> Because the patio area was a private space for the building's residents, it seems likely that this pattern of planting ornamentals chosen by the various residents continued through the years.<sup>36</sup> In 1945 Custodian Meredith Guillet planted "native shrubs and trees" around the residence, presumably at its front (north) elevation.<sup>37</sup> This pattern of emphasizing native vegetation in the public spaces of National Park while residents planted exotics in their own gardens was a common practice that continues today.

In 1944 Custodian Meredith Guillet also began other improvements around the government building. He hauled in a load of flagstone for the walkways and the parking lot area. He began the groundwork in February, hauled the flagstone in March, and had all of the stone laid out by May. The cement finally arrived in the fall, at which time Guillet completed the walk and parking-lot curbing.<sup>38</sup> The use of flagstone caused maintenance problems: it had to be replaced and repaired frequently because it fractured or needed repointing. The flagstone walkway bordering the parking area to the west of the office building was so deteriorated by 1952 that it was replaced with a concrete sidewalk. Other flagstone walkways in

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<sup>30</sup>"Custodian's Monthly Narrative," September, 1941.

<sup>31</sup>"Custodian's Monthly Narrative," March, 1947.

<sup>32</sup>The kitchen floor had just received new linoleum a few years earlier. See "Custodian's Monthly Narrative," July, 1947.

<sup>33</sup>"Superintendent's Monthly Reports," April, May, and November, 1951.

<sup>34</sup>"Superintendent's Monthly Report," January, 1954.

<sup>35</sup>"Custodian's Monthly Narrative," March, 1941.

<sup>36</sup>The flagstone in the patio was replaced in 1959, so it is not original. See "Superintendent's Monthly Report," September, 1959.

<sup>37</sup>"Custodian's Monthly Narrative," November, 1945.

<sup>38</sup>"Custodian's Monthly Narratives," February, March, May, and November, 1944.



In 1936 the Custodian's Residence looked like this as it neared completion. Flagstones capped the stepped parapet. Adobe plaster finished the exterior walls. Chimney pots topped the corner chimneys. The classic Pueblo Revival building possessed all of the requisite elements of its style.

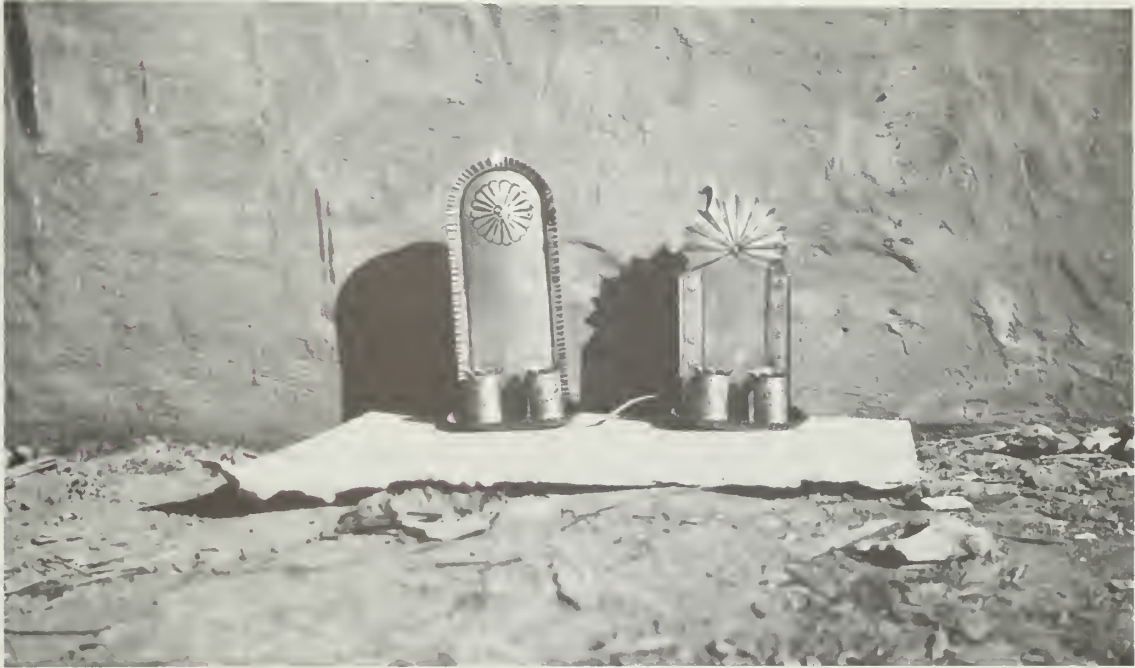
National Park Service photo, 1936, Canyon de Chelly National Monument Collection.



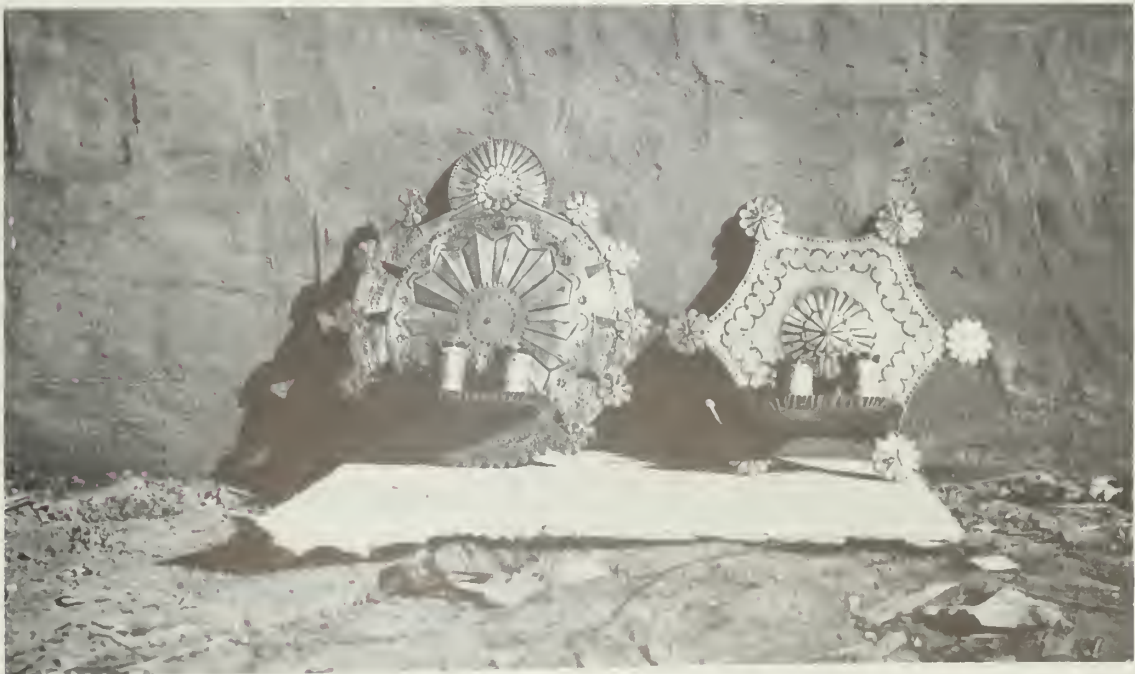
The Custodian's Residence gently nestled into the Southwestern atmosphere of Canyon de Chelly. Although its architectural roots were not Navajo, its design was appropriate for the site in a broader, regional context.

National Park Service photo by Boss Pinkley, 1936, Canyon de Chelly National Monument Collection.





Reflective tin lighting fixtures of Spanish Colonial design decorated the interior of the Custodian's Residence.



National Park Service photos by Chuck Richey, 1936, Canyon de Chelly National Monument Collection.

front of the office were repointed through the years--sometimes more than once a year--and eventually replaced with concrete.<sup>39</sup>

During the autumn of 1950 Custodian Everett Bright graded a parking area behind the building (south) for parking government vehicles. He and his staff hauled 1262 square feet of flagstone from the Ganado vicinity to put in front of the headquarters building (north), around the drinking fountain, and around the residence.<sup>40</sup> The following year the staff built a 1.5 x 3.5 x 105 foot-long stone retaining wall at the rear of the administration building and living quarters.<sup>41</sup> In 1952 the staff dug new drainage ditches around the headquarters building and cleaned out the old ones.<sup>42</sup>

Existing Conditions -- The old Custodian's Residence is currently the residence of the managers of Thunderbird Lodge and the motel office. The building's interior is in good condition. The interior plaster that dates from the 1978 rehabilitation is in good condition with only one or two minor cracks. The floor has carpet on a concrete slab. Much of the original concrete slab, which was colored black and scored like square-cut flagstone, was replaced in 1978 because it was cracked and deteriorated. Most of the original doors and steel windows are in place as well as certain architectural details such as the projecting pole ends designed to support curtain rods. The original doors are all two-panel, usually with vertical boards, although the hall closet door has a "V" or herringbone pattern and the bathroom door has pebble glass in the upper panel.

The ceilings are of particular interest. The original living room ceiling is composed of large vigas supporting sets of three large latillas at intervals that are themselves spanned with rajas (split cedar). The dining room ceiling is made of small poles laid side by side while the original office ceiling is similar to the living room ceiling but with single poles spanning the vigas instead of sets of three. The bedroom ceilings have had rigid boards set between the vigas perhaps to stop sifting dirt and provide insulation.

The garage and generator addition that was built before 1950 was converted into the lodge office in 1985. The remodeling included a small lobby and portal addition on the north.

The kitchen cabinets and appliances are all recent having been entirely replaced during the remodeling of 1978. The present cabinets are prefabricated factory-made stained oak units.

The exterior of the building is in fair condition. The original walls were capped with flagstone that has since been removed. In 1978 the walls had deteriorated grey cement plaster painted pink-brown. At that time the present orange color coat of cement stucco was applied with a brocade finish. It is now badly cracked at various spots. The original clay chimney pots are still in place but are covered with the orange stucco color coat. The original steel windows are in good condition.

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<sup>39</sup>"Custodian's Monthly Narrative," May, 1949; "Superintendent's Monthly Reports," August, 1952; July and September, 1958.

<sup>40</sup>Brugge and Wilson, Administrative History, p. 113; and "Superintendent's Monthly Report," September, 1950.

<sup>41</sup>"Superintendent's Monthly Report," March, 1951.

<sup>42</sup>"Superintendent's Monthly Report," February, 1952.

The building was reroofed in 1978. It is unclear whether any insulation was added. ninety-pound mineral-surfaced asphalt roofing was applied and is still in good condition. The roof canal on the east end of the building apparently leaks causing dampness, efflorescence, and deterioration of the stucco.

The exterior woodwork is in fair to poor condition. Some canales, viga ends, and window sills need rehabilitation. All wood elements are painted dark brown. Some rewiring was done during the renovation of 1978. Electric baseboards, installed in 1978, provide the heat. The water heater uses natural gas.

Recommendations -- This building is an excellent example of Pueblo Revival architecture. Its handsome original design and the quality of the original construction warrant preservation.

1. Replace stucco with three-coat cement stucco with a sand-float finish.
2. Change the slope of the flagstone walk at the west entry to drain away from the house. Re-use existing stone.
3. Repair black concrete paving at the north portal.
4. When reroofing is needed, the roof should be checked for adequate insulation and slope.
5. The low wall to the west of the house should be restuccoed when the house is restuccoed.
6. Deteriorated wood elements should be consolidated or replaced.
7. Repoint flagstone paving north of the house.





In 1986 the Custodian's Residence looked considerably different than it did thirty years earlier. The western end of the building (below) retains more of its original features such as the chimney pot and the uneven parapet.



National Park Service photos by Laura Soullière Harrison.



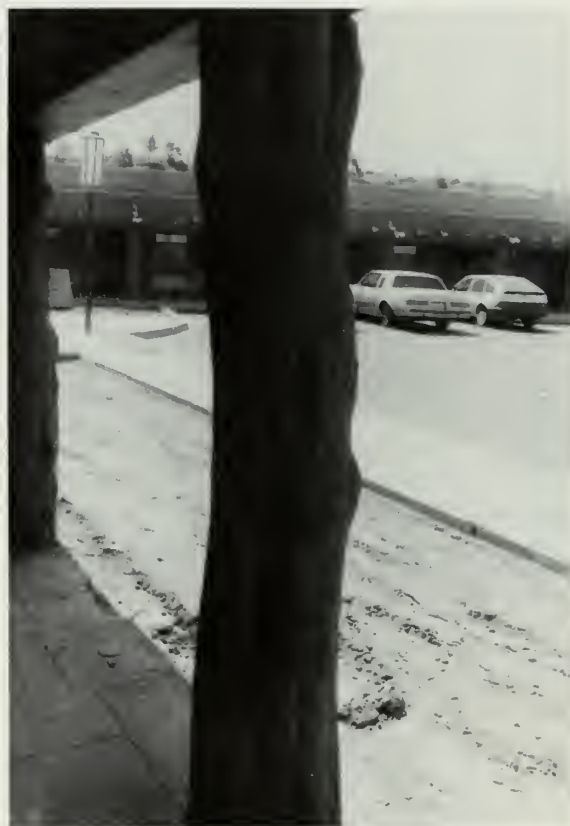


From the rear (south) the building's original massing remains. The stucco finish is too highly textured for this building.



National Park Service photos by Laura Soullière Harrison.

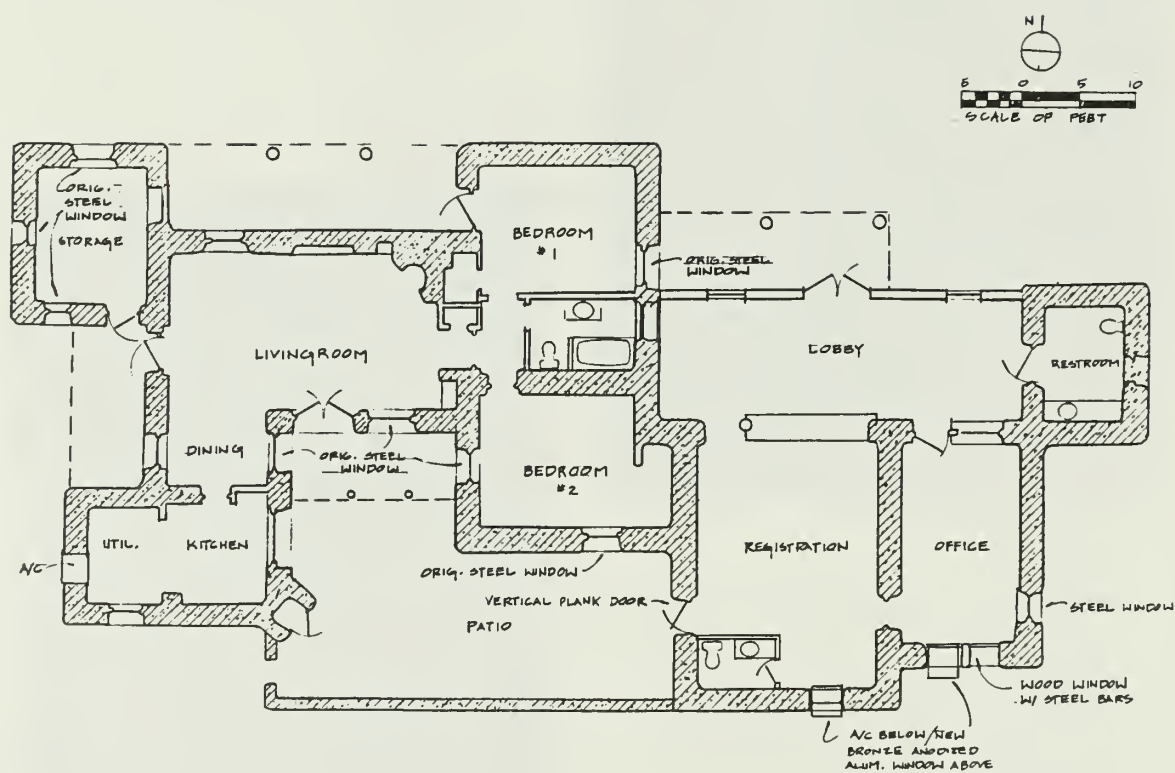
The original posts support the north portal roof. The new motel units are visible in the background.



The brocade stucco finish is not appropriate for a structure of this type.

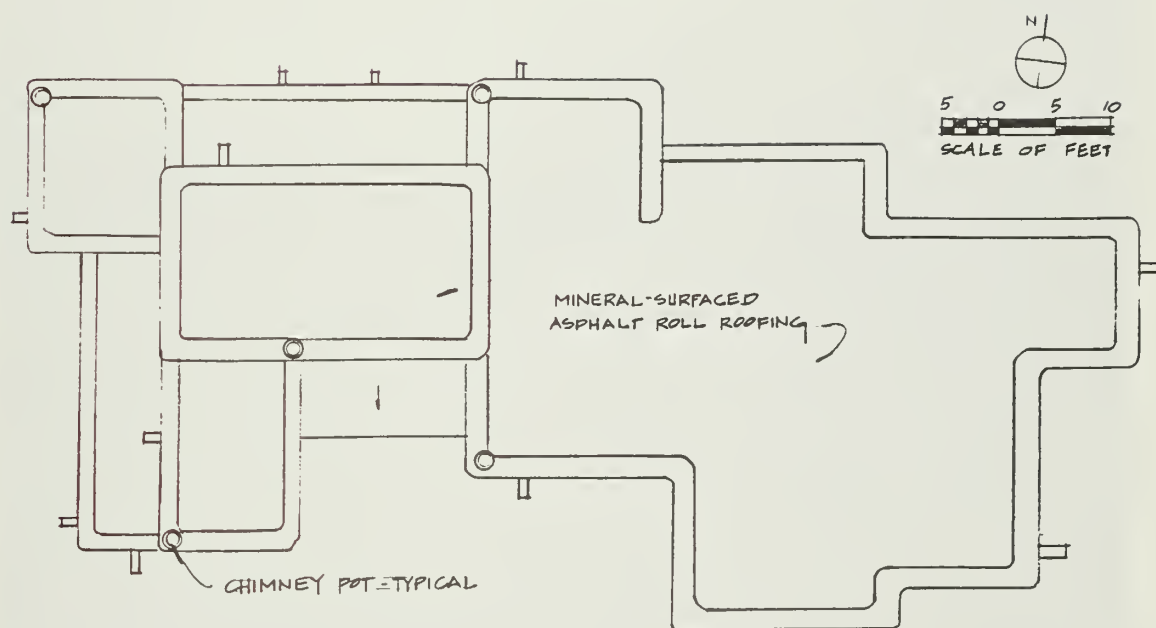
ROOM	FLOOR	WALLS	CEILING	BASE
LIVING ROOM	CARPET	PLASTER	VIGAS, POLES, RAJAS	NONE
DINING ROOM	"	"	LATILLAS	NONE
KITCHEN	"	"	GYP. BD.	"
UTILITY ROOM	"	"	FIBERBOARD & BATTEN	"
BEDROOM #1	"	"	VIGAS W/ FIBERBOARD BETWEEN	1x3 STAINED
BEDROOM #2	"	"	"	"
BATHROOM	"	"	GYP. BD. OR PLASTER	4" VINYL
STORAGE (ORIG. OFFICE)	"	"	VIGAS, POLES, RAJAS	NONE
REGISTRATION (ORIG. GARAGE)	BLUE/GREY CARPET	SAND FLOAT PLASTER	VIGAS, 1x6 PINE DECKING	
OFFICE (ORIG. GARAGE)	"	"	" DECKING P'T'D WHITE	
LOBBY (NEW)	SHEET VINYL	"	VIGAS, 5" V-GROOVE DECKING	

Chart of Interior Finishes - Custodian's Residence - 1989



Floor Plan - Custodian's Residence - 1989





Roof Plan - Custodian's Residence - 1989

C. Trading Post and Wareroom (Cafeteria)  
Building 12

History. The original building (1902) had four bays across its front (east) elevation. By 1917 the northernmost bay--a rectangular portion with a shed roof--had been removed and the third bay at the north extended out to the west, forming the wareroom. A 1917 photo of the area shows the "L" extension and the ranch house.

Up until the time the ranch house was constructed, the trading post building also housed living quarters. During the second decade of the twentieth century, Mrs. Kennedy had a Victrola in the trading post that supplied music for visitors, family, and local people.<sup>43</sup> The bars and glass windows of the trading post (Chinle store) existed during the Sam Day's and the Kennedy's eras.<sup>44</sup>

Cozy added the concrete vault to the rear of the trading post in 1936. When the McSparrons added a 10-kilowatt generating unit at Thunderbird Ranch, they installed frozen food units and an ice-cream counter in the store in 1941. That same year they installed new gasoline pumps, replacing some earlier ones, and moved their location closer to the trading post building.<sup>45</sup>

When the Nelsons took over the development in 1954, they made plans to stucco the exterior of the trading post and a number of other buildings under their charge. They did the work during the summer of 1954 to improve the appearance of the area.<sup>46</sup> They also enlarged the sales room of the trading post by "removing an old and unsightly partition." Other projects they completed around the same time included plastering the interior walls, building new shelving, and adding a plasterboard ceiling.<sup>47</sup> The lunch counter in the trading post became operational in September, 1957, to augment the dining service in the ranch house. The lunch counter was an informal eating area where the concessioner provided fountain drinks, sandwiches, and short-order items. All of these interior changes altered the original function and fabric of the trading post.

The first major structural change to the building occurred in October, 1957, when the concession operators noticed that moisture was seeping in through the back (west) wall of the trading post. The operators decided to remove the wind-blown sand that had piled up against the back wall of the old log building. Upon doing so they saw that the three lower logs were rotted out. Rather than replacing the logs or rebuilding the back wall in situ, the operators decided to "build a new wall back even with the end of the vault instead of just replacing the old wall." They felt that this new construction would provide much-needed space for expansion, and hoped to improve the appearance of the structure. Although that was the rear of the building, the monument's entrance road--the road from Chinle--wrapped south along that west side of the building and then went to the east.<sup>48</sup> This first major structural change was only the beginning of a series of expansions, most of which included demolition of original fabric.

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<sup>43</sup>Kayci Cook Manuscript.

<sup>44</sup>Kennedy, Tales of a Trader's Wife, 51.

<sup>45</sup>"Custodian's Monthly Narrative," April, 1941.

<sup>46</sup>"Superintendent's Monthly Report," May, 1954.

<sup>47</sup>"Superintendent's Monthly Report," February, 1956.

<sup>48</sup>"Superintendent's Monthly Report," October, 1957.



In 1902 Sam Day's Chinle trading post was a simple structure. Even then bars covered the windows. The Day's living quarters were in the flat-roofed section at the building's north end (center of photograph). The oven sat east of the trading post (right).

Ben Wittick photo, circa 1902, Courtesy of the School of American Research Collections in the Museum of New Mexico.



In 1953 the trading post retained most of its original fenestration. Only the stone wall on the right and the east wall of the trading post delineated the parking area. The gas pumps sat directly in front of the east wall. A small log bench was near the central front door. The sign over the door and the hand-print wear pattern on the door indicated the principal access into the trading post.

National Park Service photo, circa 1953, Canyon de Chelly National Monument Collection.





In 1953 the north end of the trading post looked like this. The flagstone wall abutted the east log wall of the front elevation. White painted moldings wrapped around the doors and windows. The thunderbird logo weathervane sat on the roof ridge. Electric lights at the gable-end wall and under the eaves of the wareroom provided security and lit the space for guests at night. Log-slab siding covered the gable end. The door in the gable end was probably the original door into Day's flat-roofed living quarters. A green lawn filled this space. A flagstone walkway connected the trading post and ranch house (to the right out of the photograph). The garden tools at the gable end (lawnmower, shovels, hedge trimmers) were used to manicure the grounds.

National Park Service photo, circa 1953, Canyon de Chelly National Monument Collection.



In the 1950s, the trader weighed wool at the rear (west of the trading post. Cozy's concrete safe extended out from the west wall. The wareroom (left) had a board-and-batten clerestory on its south wall. Log-slab siding filled the building's south gable end. The uniform dark stain on the lower logs may be creosote or some other wood preservative.

National Park Service photo, circa 1953, Canyon de Chelly National Monument Collection.



When the concessioners stuccoed the old trading post building in 1954, they left the log ends poking out of the stucco. The 1957 concrete block addition (left) made the rear wall of trading post even with the end of the vault.

National Park Service photo, circa 1958, Canyon de Chelly National Monument Collection.

Existing Conditions -- The original trading post building now contains the kitchen serving line and a dining room of the Thunderbird Lodge Cafeteria. Because of their deteriorated condition, the old log walls that were whitewashed on the inside were covered by a 2x4 frame partition and masonite paneling in the 1970s. All of the interior finishes and furnishings were changed in 1988. A small display window set in the east frame wall to provide a glimpse of the original whitewashed log construction was covered at that time. The accompanying charts indicate the interior finishes of the old trading post and subsequent additions in 1989.

The entire west wall of the original trading post was removed and replaced with a series of pipe columns concealed in slump block units formerly painted brown. The interior of the cafeteria building has no visible link to its original appearance and use except the cast concrete vault room that contains a lighted display of Navajo artifacts behind a locked glass and metal door. The steel vault door stands open.

Several additions to the west (rear) of the building obscure that side of the original trading post. The east facade remains somewhat intact. The log construction, however, has been stuccoed and some of the original window and door openings have been altered. All the exterior wood trim is painted dark brown.

The stucco on the east and north walls is cement stucco with a single pink-brown color coat of finish stucco with a splattered brocade finish. The facade is divided into three nearly equal sections by projecting log ends which are in poor condition especially near the base. Moving from south to north along the facade, the first section has a recent 3 1/8-inch thick wood door, with a 1 11/16-inch core and 11/16-inch V-groove vertical boards on each face. The window is fixed glass behind five vertical bars, all 1-inch square in section except the center bar which is 1-inch in diameter. 3/4-inch x 4-inch wood trim is applied over other 3/4-inch x 4-inch trim which was at one time white.

The middle section of the east facade has a door and a window. The door is an aluminum full glass door with 1 1/2-inch x 2 1/4-inch exterior wood trim. The window is fixed glass with vertical 1-inch diameter steel bars and two layers of 3/4-inch x 4-inch wood trim, the underlayer once white.

The three openings in the north section have been there since construction. The left window is covered with plywood and has 3/4-inch x 4-inch trim. The door and frame are steel. The window to the north of the door is filled in with an air conditioner and plywood.

The north wall of the building was part of the log warehouse added to the original trading post. There are no openings in the old log wall. Cement stucco covers the logs. The stucco on the gable end of the old trading post is a brocade-finished integral color coat like the east wall. The old warehouse addition has a smooth finish stucco now pinky-brown but once white. There are two vertical log supports spaced along this wall. The roof framing of this warehouse addition is indicated by exposed 1 5/8-inch x 6 1/4-inch joist ends at 2-feet on center.

The roof framing of the old trading post consists of 2x6 rafters at 3-feet-1-inch on center with 1x12 decking. Based on old photographs and field investigation, it appears that the pitched roof and milled lumber framing are original and that the building never had vigas or a flat earth roof. The corrugated metal of the roof is 26-inch-wide sheets, 1/2-inch height of corrugation, 10 corrugations per sheet. The material is weathered but not rusted. Photographs indicate it is probably replacement material.



During the 1960s a loaded truck badly damaged the south log wall of the old trading post. The wall was stabilized with cast concrete, but the old barred window remained in place concealed behind the stucco, interior framing, and finishing.

Recommendations -- What remains of the old trading post should be preserved and maintained. This includes the corrugated metal roof, projecting log ends, the vault and the barred windows. Little in the interior warrants preservation other than the few early walls and the vault.

1. The character of the aluminum door of the main entry tends to hide rather than call attention to the historic origins of the building. It should be replaced with a wood door.
2. Both the chimney and the metal thunderbird weathervane should be retained.
3. The undivided interior space of the two southernmost sections of the old trading post is important and should not be partitioned.
4. The protruding log ends should be consolidated or replaced.



In 1986 the old trading post was well-maintained, but it looked considerably different that it did during its humble beginnings. All of the additions (below) were evident from the south.



National Park Service photos by Laura Soullière Harrison.



In 1986 some of the original fenestration remained. A scored-concrete sidewalk wrapped around the south and east sides of the building. The new parking lots and streetlights made the area's character more urban.



National Park Service photos by Laura Soullière Harrison.



The aluminum door at the main entrance is so modern it tends to obscure the building's historic origins.

National Park Service photo by Beverley Spears.



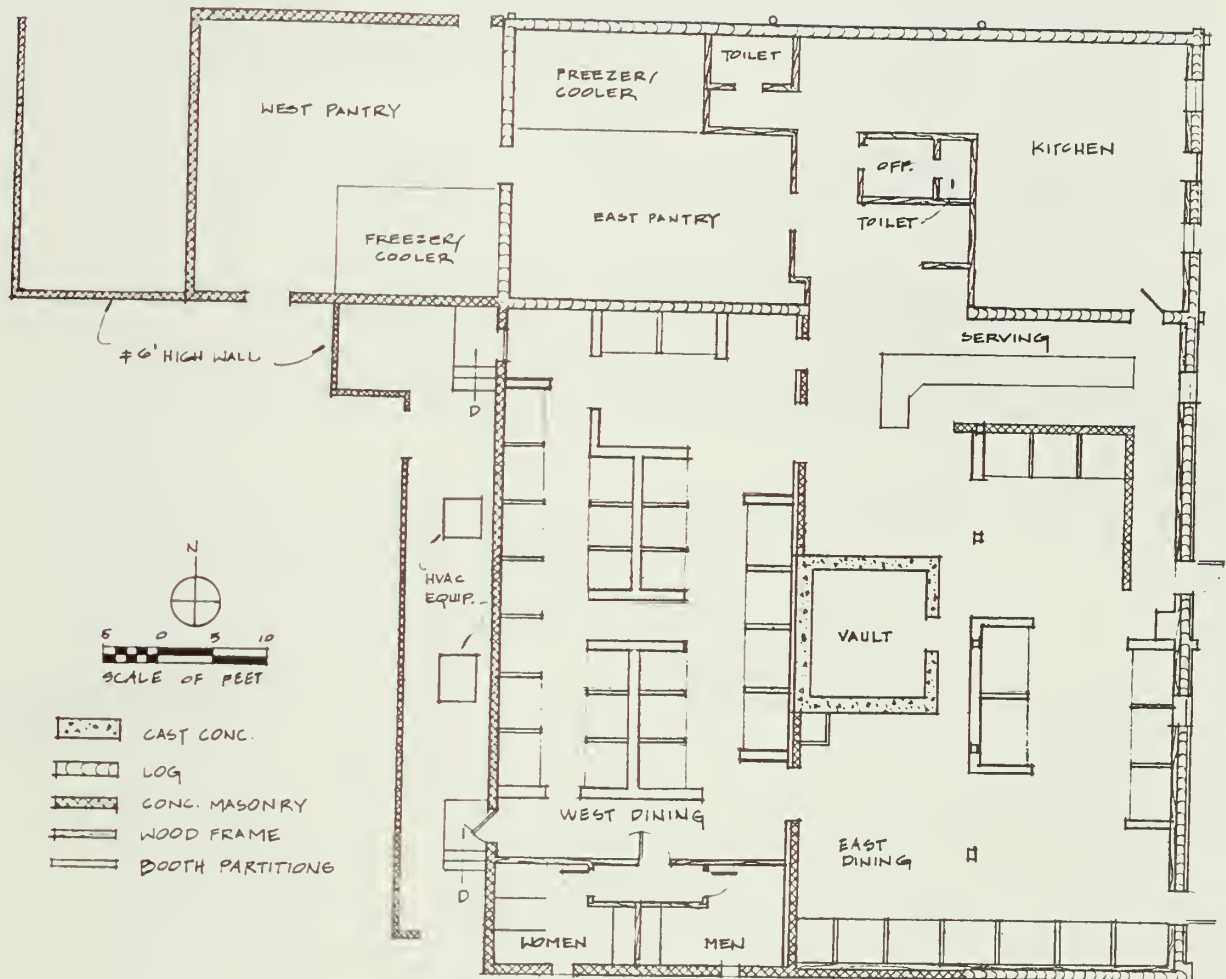


Cozy's thunderbird weathervane still sits on the roof ridge.

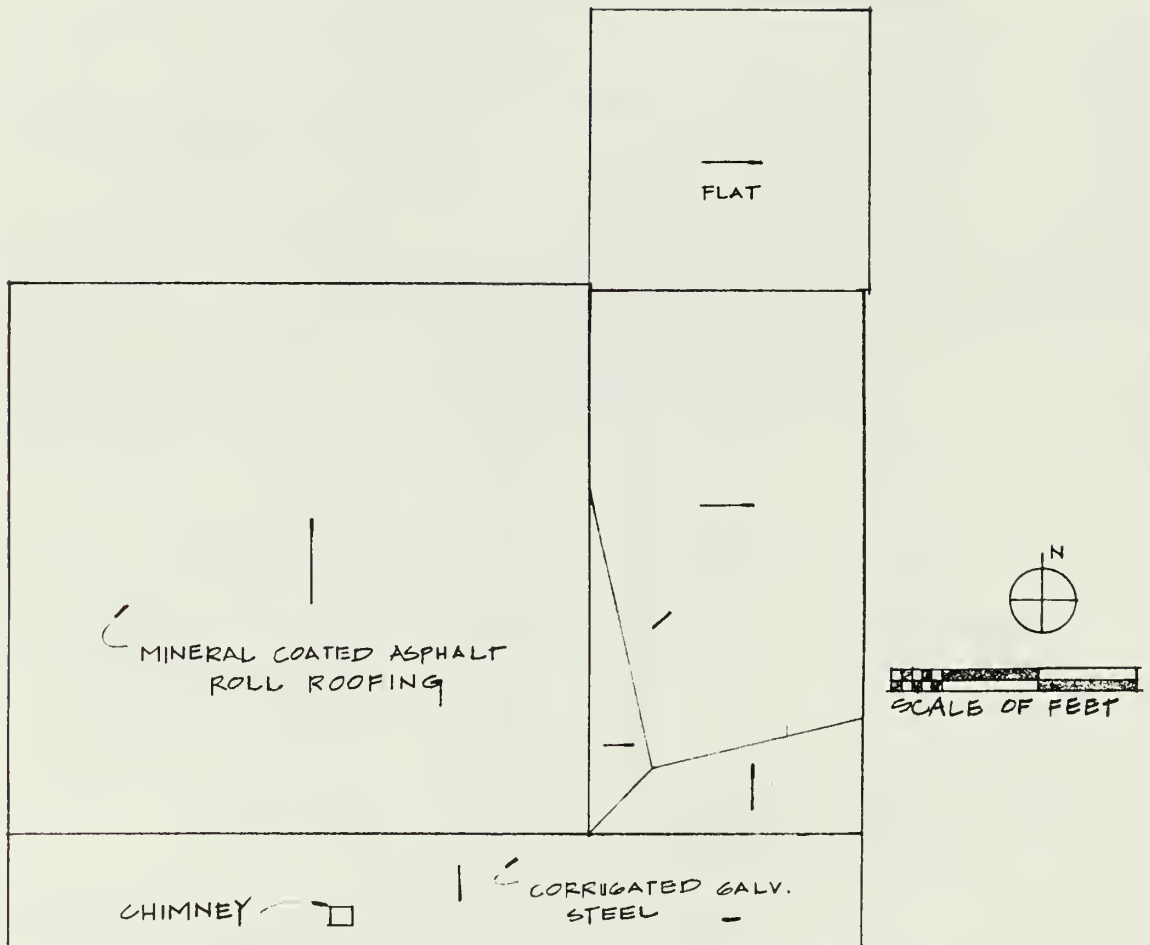
National Park Service photo by Beverley Spears.

ROOM	FLOOR	WALLS	CEILING	BASE
EAST DINING	CARPET	VINYL WALL COVERING	ROUGH WOOD W/ NON-STRUC. WOOD BEAMS	NONE
SERVING	CERAMIC TILE	CORK BOARD & VINYL WALL COVERING	WOOD PANELS	
WEST DINING	"	GYPSUM BOARD & ROUGH-SAWN VERTICAL BOARDS	ROUGH WOOD WITH NON-STRUC. WOOD BEAMS	"
VAULT	CONCRETE	CONCRETE	CONCRETE	NONE
KITCHEN	SHEET VINYL	GYP. BD. OR PLASTIC LAM.	GYP. BD.	4" VINYL
OFFICE	CARPET	GYP. BD.	"	"
EAST PANTRY	PAINTED CONCRETE	GYP. BD. OR PLYWOOD	2'x4' LAY-IN ACOUSTIC PANELS	NONE
WEST PANTRY	"	GYP. BD. OR PAINTED C.M.U.	GYP. BD.	NONE

NOTE: ALL SUBFLOORS ARE CONCRETE.



Floor Plan - Trading Post/Cafeteria - 1989



Roof Plan - Trading Post/Cafeteria - 1989



D. Pumphouse  
Building 3

History. Work began on the pumphouse in spring of 1936. Members of the Branch of Plans and Design designed the floor to be at least three feet above the "riverbed, which we understand is sufficiently high to keep it above high water mark."<sup>49</sup> Work on the small, pueblo-revival structure proceeded slowly, but the stonework was of high quality. In 1936 the construction supervisor could not comprehend the cultural differences in working with an all-Navajo building crew. He did have some problems reconciling his own Anglo and his crew's Navajo perception of time. He and the monument staff were more than satisfied with the handsome stonework of the final product.<sup>50</sup>

Throughout its history the building has undergone very few changes. The monument staff laid a concrete floor in August, 1942, and installed a new pump engine in the pumphouse in September, 1948. The doors and windows have been painted periodically.

Existing Conditions. The pumphouse is a simple, four-walled structure of uncoursed rectangular sandstone set in cement mortar. In 1986 the structure appeared sound and in good condition. The single door faces east and has four lights in the upper part of the door. The lower part has a recessed panel of diagonal boards. There are two small wood windows. The lintels are wood. The building is no longer in use.

Recommendations. The building is worthy of preservation because its flat-roofed stone construction is so typical of the official structures being built in the Navajo Reservation during the 1930s. Furthermore, its stone construction carries on the theme of various other stone buildings on the site.

Continued maintenance is the only action warranted.

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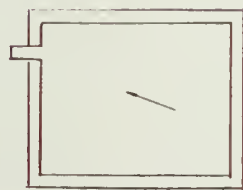
<sup>49</sup>A.W. Burney, Acting Chief Engineer, to Frank Pinkley, March 28, 1936, Canyon de Chelly file 000, 1936, Record Group 79, Denver Federal Records Center.

<sup>50</sup>J.B. Hamilton to Frank Pinkley, June 17, 1936, Canyon de Chelly file 000, 1936, Record Group 79, Denver Federal Records Center.



Navajo stone masons built the monument's pumphouse in 1936. The building is in excellent condition, but it is vacant.

National Park Service photos by Laura Soullière Harrison.



ROOF PLAN



FLOOR PLAN

STONE



$1/2'' = 1' - 0''$

Floor Plan and Roof Plan - Pump House - 1989

E. Log Barn  
Building 18

History -- Little information exists on this structure, but photographic evidence does not conflict with the 1925 construction date appearing on the building records. The building was constructed under the supervision of Cozy McSparron, and used for hay and miscellaneous storage. The building folder notes that the floor was originally dirt, so the present wood floors probably represent a later addition.<sup>51</sup>

Existing Conditions. The log barn is a simple, utilitarian structure made of peeled logs. The logs are notched and interlocking at the corners. The floor is wood, some sections with 3/4-inch x 11 1/2-inch boards and some with 3/4-inch x 3 1/2-inch to 5-inch boards. The floor of the north section, which was once used as a garage, is concrete. An old grease pit is recessed into the floor. The interior wall surface of the old garage is celotex fiberboard. The log walls forming the south, west, and north sides of this space are chinked with mud-colored cementitious mortar which is a light pink-tan perhaps containing gypsum.

The roof is corrugated galvanized steel about twenty to forty years old and appears unruined and fairly weather-tight. The roof structure consists of rafter poles, ridge pole, horizontal tie beam poles, and rough hand-split purlins. There are three tie beams and three pairs of rafter poles in the main (south) part of the barn. The north tie beam in this space has been cut, with only stubs remaining at each wall. The tie beam pole and rafter poles in the center of the garage (north) are intact.

The east wall of the garage room was a later addition. It is a crude frame wall with cement stucco painted pink-brown on the exterior. In the wall is a recent overhead-lift garage door and a very weathered single-panel wood door.

The west wall has an old eight-foot wide pair of hinged wood doors. The east wall has a simple 1x12 vertical plank door about three feet wide.

The foundations are rough sandstone set in mud mortar. The log walls are somewhat deteriorated with age. The east wall has moved inward off the foundation throwing the top of the wall outward well out of plumb.

The west wall had been back-filled against the logs to a height of about 2-feet-8-inches above the floor level. In 1988 some of the fill was removed and retaining walls of creosote-treated timbers were installed by the concessioner.

Recommendations. The log barn is one of the older structures on the site. Its log construction and pitched metal roof match that of the early trading post and help to bring into focus the remaining section of metal roof and bits of logs still visible on the old trading post building. The log construction is common throughout the Navajo reservation. This building is important to the history and varied architectural character of the site.

1. Replace the few logs at the base of the walls that are broken or that are so deteriorated as to be in danger of failure.

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<sup>51</sup>The building folders are not totally reliable; the existing wood floors could be original, but probably are not.



2. The missing log tie beam at the north end of the main room should be replaced with a new member.
3. The east wall foundations needs to be repaired using the same stone and mud mortar, and the east wall secured to the foundation and realigned to a plumb or nearly plumb position.
4. The east and west doors to the main area should remain. The old garage bay on the north end has a stuccoed east wall added circa 1960 that could be left as is.



During the 1950s the log barn showed little racking. Fences at its north and south ends defined a corral (north/left) and Cozy's ranch and trading post boundary. The old road to Chinle passed along this west elevation.

National Park Service photo, circa 1953, Canyon de Chelly National Monument.



During the early 1950s the east elevation of the log barn had an opening for a two-car garage. The corral at the north (right) end of the barn served the stone shed (building 19).

National Park Service photo, circa 1953, Canyon de Chelly National Monument Collection.



The barn's architectural context (above) was altered dramatically when in 1986 grading for the new parking lots covered up at least five of the lower logs on the barn's west elevation (below). Fill also covered the stone foundation on the south wall (below/right). The jaunty-angled board on that south wall appeared in a 1953 photograph.



National Park Service photos by Laura Soullière Harrison.





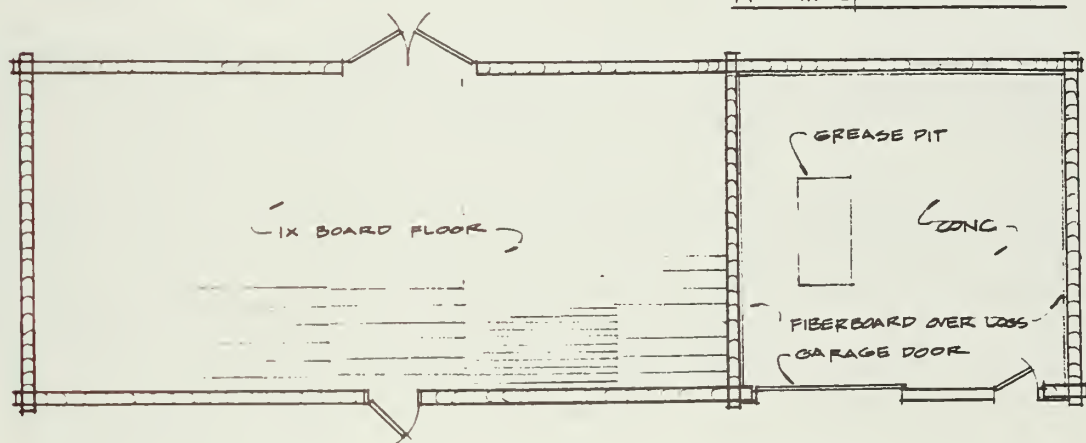
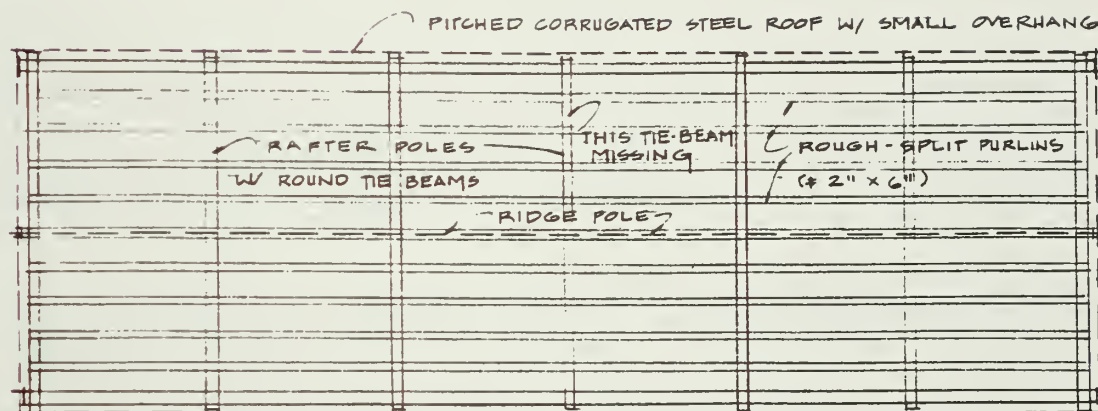
In 1986 stucco covered the east wall of the garage. A tree grew out from the stone foundation at the south end of the east wall.

National Park Service photos by Laura Soullière Harrison.



The log barn's roof structure of peeled poles is visible on the interior. In 1986 the building was used for storage.

National Park Service photo by Laura Soullière Harrison.



Log Barn Floor Plan and Framing Plan - 1989



F. Cabin Units 3, 4, 5, and 7  
Building 14

History. This building's date of construction is listed on the building folders as 1922, and the only written information that has turned up on this and the other stone cottages is scanty. All of the stone cottages were constructed about the same time, and most were built with Navajo labor. Although the basic shells of these stone cabins remain in nearly original condition--there have been some changes in fenestration--the interiors have been altered. Cozy re-decorated the cabins during the early summer of 1941, and the Custodian noted that the changes made "the entire layout look like the Ritz."<sup>52</sup> Fifteen years later, nearly to the month, the concession operators remodelled the interiors and "added new doors here and there" on the Thunderbird Ranch Buildings.<sup>53</sup> The original insulating material in the roofs was dirt. Since dirt was the most frequently used insulating material in Navajo-built structures, this reinforces the evidence that the buildings were Navajo-constructed. The La Fonts hauled the dirt out of the roofs and away by the dump-truck load because visitors complained of it sifting down on them.<sup>54</sup>

Existing Conditions. These rooms had no bathrooms when built circa 1922, then were remodeled with shared bathrooms, and then remodeled in 1956 with individual bathrooms. In 1986 the wood floors had carpet, and the walls were either gypsum board, plaster, or simulated-wood masonite paneling. The ceilings were 12-inch x 12-inch acoustic tile. The interior trim including the baseboard was stained wood 2 1/4-inch wide and about 1/2-inch thick with a radius at one edge and a smaller radius at the other edge.

The ceiling light fixture was a 12-inch x 12-inch square molded milk glass lens shielding two incandescent bulbs. The ceiling height was 7-feet-9-inches. Immediately above the ceiling were vigas and pine board decking. The insulating earth above the decking has been removed and replaced with fiberglass insulation.

In 1988 the existing interior partitions and the wood floor were demolished preceeding interior alterations. The demolition revealed a history of interior finishes which were again covered up. These have been documented on a videotape stored at the Southwest Regional office. Evidence indicated that the original finish on the walls was mud plaster, then paint, later covered with gypsum plaster. A subsequent renovation included the installation of 1-by wood furring strips and 3/8" gypsum board. This treatment was applied to all the interior surfaces of the stone walls except the south wall of Unit 7 and the east walls of unit 7 and unit 5, where a second layer of gypsum plaster was applied directly over the first.

The earliest paint layers are yellow-tan, followed by white. The gypsum plaster was painted a light pink-beige, and the gypsum board was first painted a medium pink-beige, then a lighter pink-beige.

The work of 1988 included pouring a concrete floor, removal of the existing gypsum board to install rigid urethane insulation board between the existing wall furring strips, and installation of new gypsum board.

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<sup>52</sup>"Custodian's Monthly Narrative," June, 1941.

<sup>53</sup>"Superintendent's Monthly Report," March, 1956.

<sup>54</sup>Interview with Johnie Guerro.



The windows are aluminum single-glazed sliding. The doors are flush, and stained mahogany.

There are two joined lean-to wooden structures on the north end of this building. The walls of the lean-tos are painted brown and the roofs are red mineral-surfaced asphalt rolled roofing.

The original hipped roof of the building was covered with red concrete tiles in 1982 and is in good condition. The roof framing is 2x4s at 1-foot-10-inches on center.

The exterior walls are rectangular with uncoursed stone of various colors including off-white, beige, gold, warm light brown, and dark brown. The light brown mortar is thickly smeared at the joints and flush joint lines are scored into the mortar. Possibly as a result of the demolition in 1988 of ceilings, floors and interior partitions, additional cracking around the wood lintels has occurred on the exterior of the west wall of this building. The sand stone masonry of this structure is in need of immediate repair and repointing.

The lintels are wood and the sills are cast concrete. The two rooms on the north end of the building have had their doors switched from the west wall to the east wall since they were first built.

Recommendations -- Periodic remodeling of the interior partitions, finishes, doors, and windows has seriously compromised this building's integrity. However, it is an indispensable part of the group of historic stone buildings and should be preserved.

1. Replace aluminum windows with wood windows similar to existing ones.
2. Do not create new openings. Patch cracks carefully with cement mortar colored to match existing mortar. Do not run surface conduit.
3. Remove sod and walk between units 6/8 and 3/4/5/7 (Buildings 15 and 14). Create positive drainage, and install plants requiring no water once established.
4. Continue to maintain gutters and keep free of debris to help alleviate moisture at base of walls.
5. Stop watering directly next to the building. Discontinue sprinkling of stone walls by positioning sprinkling devices so they spray away from walls rather than toward them.
6. Rehabilitate deteriorated stonework.



During the 1950s four doors on the west wall of building 14 (guest units 3,4,5, and 7) provided access. The concrete walkway did not extend as far as the building. Flagstone pavers led up to the steps. Moisture was evident around the bases of the walls.

National Park Service photo, circa 1953, Canyon de Chelly National Monument Collection.



During the early 1950s the east elevation had four multi-light windows for fenestration. The north wall was solid. Small trees (left) had been planted to the east of the building, and the ground had no groundcover. Moisture was evident around the bases of the walls.

National Park Service photo, circa 1953, Canyon de Chelly National Monument Collection.



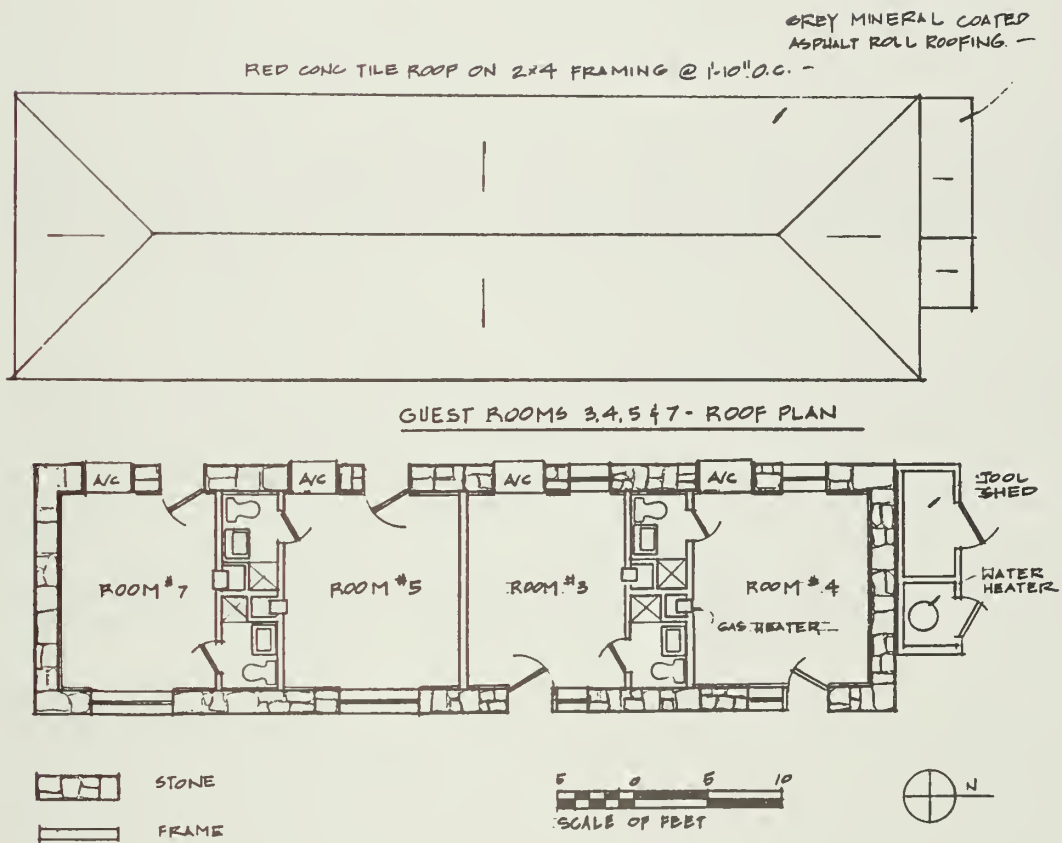


In 1986 two of the original doors remained on the west (above), and two other doors provided access on the east. A groundcover of grass and a number of shrubs surrounded the base of the building.



National Park Service photos by Laura Soullière Harrison.





Floor Plan and Roof Plan  
Building 14 - Cabin Units 3, 4, 5 & 7 - 1989

G. Cabin Units 6 and 8  
Building 15

History. The building folder states that this structure was built in 1920. Like building 14, the structure was built with mainly Navajo labor. It underwent periodic changes and alterations (see building 14 for details). Again, written documentation on this structure is lacking.

Existing Conditions. The building was originally built with three guest rooms and without bathrooms. As in building 14, these interiors originally had mud plaster as a wall finish. By 1951 the building had been converted to two guest rooms each with a private bath. In the early 1960s the two units were renovated. The wood floor was deteriorated because of foundation moisture and was replaced with concrete. The bathrooms and interior finishes were redone.

The interior finishes in 1986 had little historic interest. The ceiling joists were 2x8s. There was board decking above the joists but no insulation. The ceilings were 5/8" gypsum board over 1" X 12" boards. The ceiling height was 7-feet-5 1/2-inches. Walls were rough plaster painted white. The floors were carpeted in the rooms and covered with sheet vinyl in the bathrooms. There was no baseboard and no interior wood trim. The bathrooms had white plumbing fixtures and 4-inch x 4-inch glazed wall tile.

The interior partitions and bathrooms of this building were removed in 1988 and replaced with new frame partitions. The carpet was removed, exposing 8 inches vinyl asbestos tile. The concrete floor under the bathrooms was removed, the plumbing lines were replaced, and a new slab was poured. The remaining walls still have the original gypsum plaster finish. The ceiling has new 5/8" gypsum board over the existing stained and sealed 1" X 12" board ceiling.

The doors are flush. The windows are steel casement in front. The two rear (west) windows are steel awning-type that have been cut to allow for the installation of air conditioners. The east doorway and west window of the original center room have both been filled in with stone.

The stonework of this building is less well-crafted than that of building #9. The walls are approximately 1-foot-5-inches thick. The pink-brown sandstone blocks are rectangular and laid in continuous courses. The mortar at the joists spills onto the face of the stone, but a crisp joint band is tooled into the mortar. The resulting surface is more even, planar, and uniform in color than the walls of the other stone buildings. The lintels are wood and the sills are cast concrete. Moisture rising from the foundations has deteriorated the stone and mortar at the base of the walls.

The roof is framed with 1 5/8-inches x 3 3/4-inches members at 2-feet-2-inches on center, and covered with red concrete tiles. The slope of the roof is about 35 degrees.

Recommendations -- This building is one of several stone buildings of the early guest ranch and is historically valuable in that context. The greatest threat to the building comes from the severe moisture problem along the base of the walls. This has been improved since the installation of roof gutters that discharge the water to the north of the building. However, the entire area where the stone cabins stand gets flooded during summer storms, and there is no localized drainage away from the building. Two factors make the moisture problem worse: irrigation of grass and plantings around these buildings, and the shady conditions that help prevent rapid drying.

The problem can be partially dealt with by providing positive drainage away from the base of the buildings, controlling irrigation at the base of the buildings, and maintaining existing gutters in good operating condition at all times.

Prior to installing new walks, the earth should be graded to achieve about 1/2-inch per foot slope away from the building. Planting drought-tolerant ground cover would end the need to irrigate near the foundations, and would allow the soil adjacent to the foundations to dry.

1. Correct grading so irrigation water drains away from the building foundations.
2. Preserve the stone walls. Do not create new openings. Repoint the stonework where mortar is missing or badly deteriorated. Use mortar formulated and colored to match the existing mortar.
3. Monitor the condition of the stone at the base of the walls. The drainage pattern into the core area should be studied by an engineer to determine how the low areas north and east of the building can be regraded and/or pumped. If further deterioration occurs despite measures to correct dampness, undertake stone repair and stabilization.



In the 1950s flagstone walkways and pavers led up to Building 15. Horses roamed the barren ground of the dude ranch. Moisture darkened the lower courses of stone.

National Park Service photo, circa 1953, Canyon de Chelly National Monument Collection.





Even as early as the 1950s the concessioners had walled in one of the original windows on the west wall of Building 15. During this time huge quantities of earth sat under the hip roof and insulated the guest rooms.

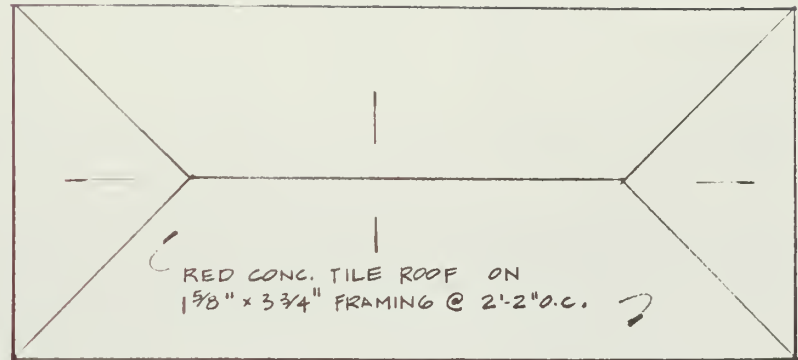
National Park Service photo, circa 1953, Canyon de Chelly National Monument Collection.



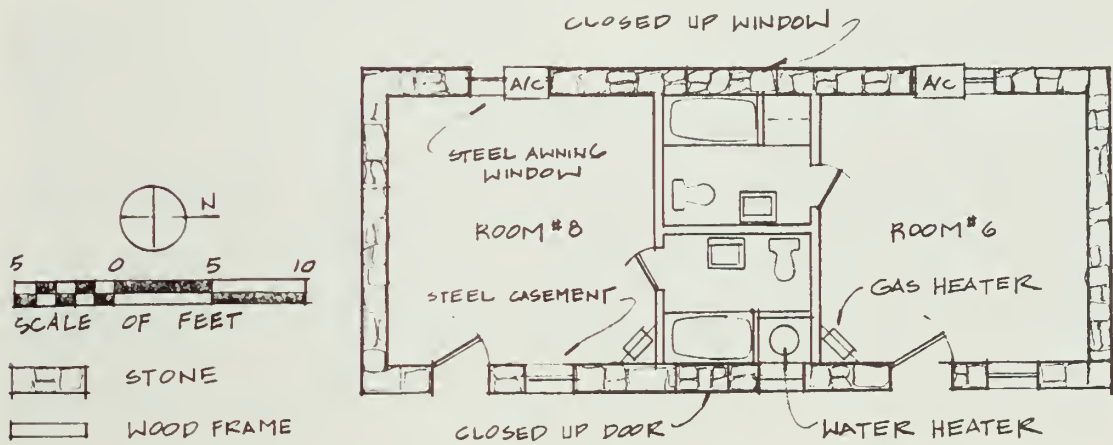
In 1986 the fenestration on the east (above) and west (below) walls was the same as it had been in the early 1950s. A concrete pad wrapping around the base of the building (below) probably dated from the La Fonts' time.



National Park Service photos by Laura Soullière Harrison.



GUEST ROOMS 6 & 8 - ROOF PLAN - 1986



Floor Plan and Roof Plan  
Building 15 - Cabin Units 6 & 8 - 1989

H. Cabin Unit 9  
Building 16

History -- This building was originally the men's and women's shower, the laundry room for the dude-ranch complex, and the maid's room. The date of construction appearing on the building folder is 1926.

Existing Conditions. The building was remodeled in 1985 into a luxury suite. The interior walls were completely gutted including all interior partitions. The interior surfaces were all covered with gypsum board and the floors were carpeted so that no historic fabric remained visible on the interior. The original four-over-four double-hung windows were replaced in all but four locations with new four-over-four dark brown anodized aluminum double-hung windows to fit the existing openings. One original window on the east wall, one on the west, and two on the south remained. All of the doors were replaced with six-panel stained wood doors.

The red tile hipped roof is in good condition. The stonework of this building is in good condition with only minor cracking at mortar joints. This building has better stonework than the other stone lodge rooms. The pink-beige sandstone is rusticated and uncoursed. The mortar joints are narrow. Unlike the other two stone lodge buildings, this one has lintels as well as sills of stone.

Recommendations -- This is a well-proportioned and well-constructed building worthy of preservation in its own right and also as a part of a group of stone and adobe buildings that were once the Thunderbird guest ranch. No particular action is warranted at this point other than routine maintenance to preserve the exterior of the structure.





In the early 1950s this building housed the laundry room and showers. The building had a more vertical emphasis than the stone motel units. Again, the ground surrounding it had no groundcover. Some of the pathways were concrete, and some were flagstone pavers.

National Park Service photo, circa 1953, Canyon de Chelly National Monument Collection.



The south elevation of Building 16 had two doors and two windows. When the building became a luxury suite in 1985 the left door was partially walled in and turned in to a window.

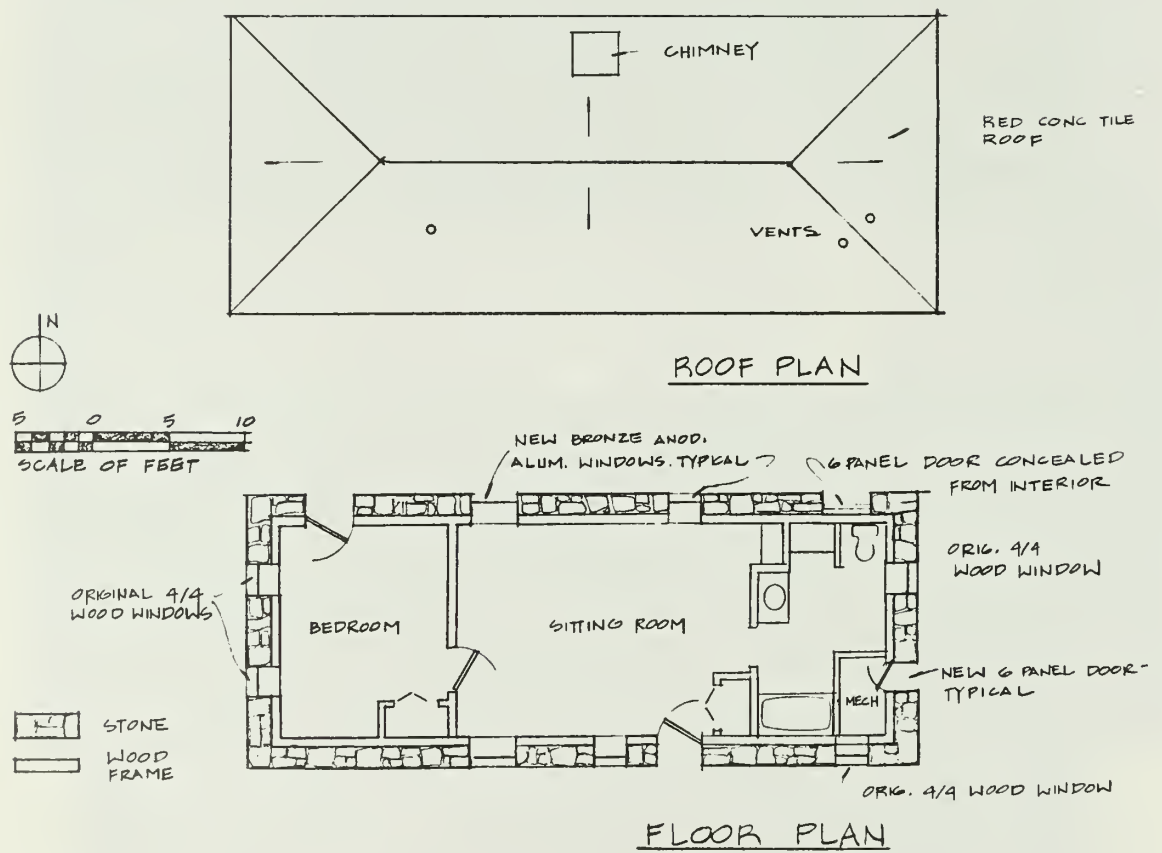
National Park Service photo, circa 1953, Canyon de Chelly National Monument Collection.



The interior of Building 16 was completely gutted when the building was remodeled into a luxury suite. The 1985 remodelling also included changes to fenestration.



National Park Service photo by Laura Soullière Harrison.



Floor Plan and Roof Plan  
Building 16 - Cabin Unit 9 - 1989



L. Cabin Units 10 and 11  
Building 13

History -- In 1946 Cozy McSparron constructed the north wood-frame portion of this building as housing for workers. He sheathed the exterior with 12" log slab-siding from an unspecified reservation sawmill. In 1951 Cozy added the adobe portion to the south. Both portions had stone foundations. In the 1960s, the La Fonts converted the rooms into guest cottages. The foundation of the north wall was largely replaced with concrete block at that time. The roof structure is a wood truss of 2 X 6 boards. The original window on the south wing's east wall was remodelled into a door, but the date of that change is not known.

Existing Conditions. The structure has been covered with cement stucco painted pink-beige. The stucco is somewhat cracked and deteriorated. The base of much of the exterior wall shows moisture damage caused by poor drainage or roof run-off. The hip and gable roof is covered with red concrete tiles.

The original six-light wood windows of Unit 10 have been replaced with aluminum sliders, but the original six-light wood windows of Unit 11 remain in place with one exception. A window in the south wall has been removed to house an air conditioner.

In 1988 the interiors were altered. New insulation and gypsum board were installed on the walls and the ceiling of unit 10. The bathroom door is stained wood with a single recessed panel. The bathroom floor is sheet vinyl.

Unit 11 has carpet on wood in the main room and sheet vinyl in the bathroom. The base and window and door trim are 2-inch-wide wood molding. The east wall and the partition are simulated-wood masonite paneling. The walls are gypsum board or plastered. The two-panel wood bathroom door is painted white. The ceiling is exposed vigas and wood decking.

Recommendations. Although it probably has less value as a historic structure than any of the other nine structures covered in this report, this building warrants preservation. The viga-and-board ceiling and the six-light wood windows of Unit 11 are the most significant features that remain.

1. The building should be restuccoed at some point with traditional cement stucco to alleviate the problem of flaking paint.
2. The area around the building should be regraded for positive slope away from the building.
3. Maintain the original building form and openings in the exterior walls. Do not alter the building envelope and roof shape.



In 1946 Cozy McSparron constructed the northern wood-frame portion of this building as housing for workers. He added the adobe wing to the south five years later. The entire building had a stone foundation.

National Park Service photo, circa 1953, Canyon de Chelly National Monument Collection.



Cozy constructed the simple adobe and wood-frame building on the western edge of his small compound just south of the log barn.

National Park Service photo, circa 1953, Canyon de Chelly National Monument Collection.



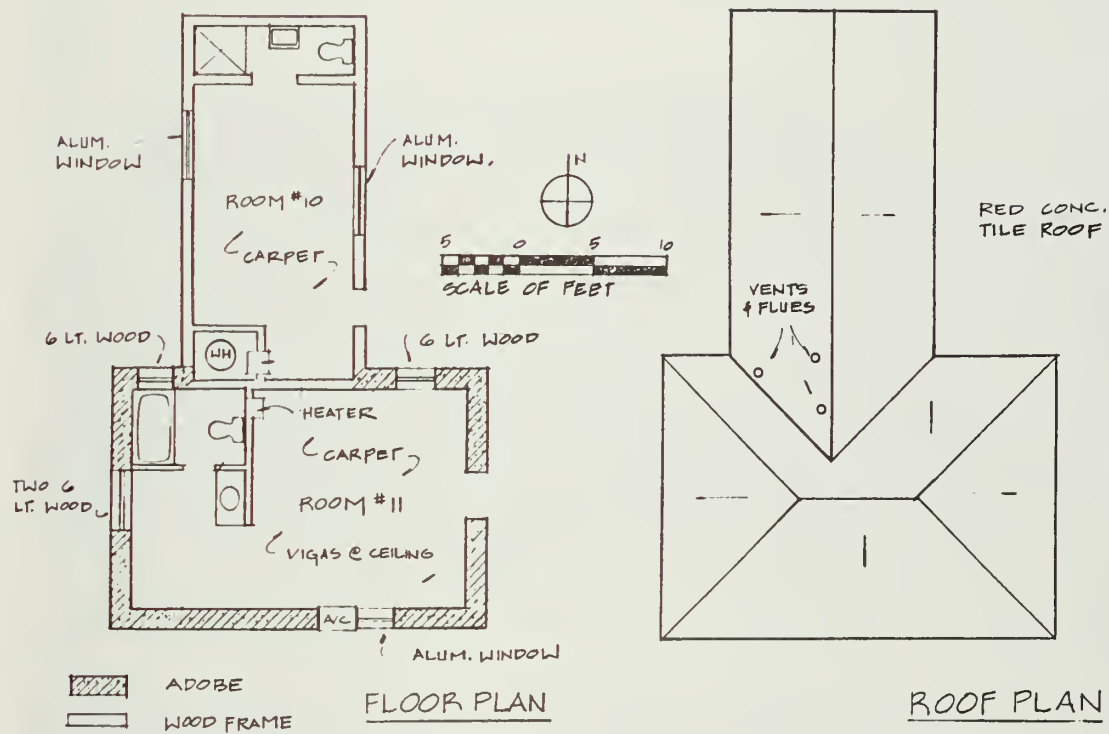


In 1986 the exterior walls had a cement stucco finish. When the motel complex expanded, this building and the log barn no longer edged the western boundary of the old compound.



National Park Service photos by Laura Soullière Harrison.





Floor Plan and Roof Plan  
Building 13 - Cabin Units 10 & 11 - 1989

J. Stone Shed  
Building 19

History. During the early 1920s, Cozy oversaw construction of this building. The date of construction listed on the building folder is 1924. However the stone shed was constructed after the log barn, and the estimated date of construction on the barn is 1925. Presuming the date for the log barn is correct, the stone shed would have been constructed later in 1925 or shortly thereafter. Again, all dates on the building folders should be considered approximate rather than exact.

For years the building served as a barn and woodshed. The barn area, made up of the three eastern bays of the structure, was open to the weather on its south side. In 1955 the building had an original door opening on its east wall. The date that opening was blocked in is unknown. The building folder for the structure identifies it as the "sheep shed"--a vital structure to any trading post operation.

Existing Conditions. The stone shed is a simple utilitarian structure with concrete floors, and walls of rough rectangular sandstone of random sizes set uncoursed in mud mortar. Occasional slivers of chinking stone appear in the walls. The roof structure is made of vigas spaced about 2 1/2-feet on center and spanned with 7 3/8-inch-wide board decking. The vigas appear sound and undeflected. The roofing material is red mineral-surfaced asphalt rolled roofing. An older layer of the same material in blue lies beneath the red layer.

The south side, which used to be open, has a makeshift frame wall with stucco currently painted pink-brown (earlier painted pale peach) on the exterior and gypsum board on the interior and an assortment of makeshift doors and windows.

The interior walls of the western end of the building have damaged mud plaster while the eastern end has unplastered stone. A recent (1980s) frame and gypsum board partition divides the interior space into two rooms.

An open doorway in the east end that can be seen on early photographs has now been filled in and that end of the east wall rebuilt with the original stone.

The stone walls are about 1-foot-8-inches to 1-foot-11-inches thick and are sound and undeteriorated. The east wall leans out from the base a few inches.

There is surface drainage running along the base of the north wall but no damage is evident.

Recommendations -- The stone shed is a historic building displaying a typical early type of construction associated with the American southwest. It relates to the stone lodge buildings, and in some imaginative way, to the prehistoric ruins of the canyons. No particular action is warranted other than routine maintenance to preserve the structure.



In the early 1950s small corrals bordered the north and south sides of the stone shed. A door opening was on the east wall.

National Park Service photo, circa 1953, Canyon de Chelly National Monument.

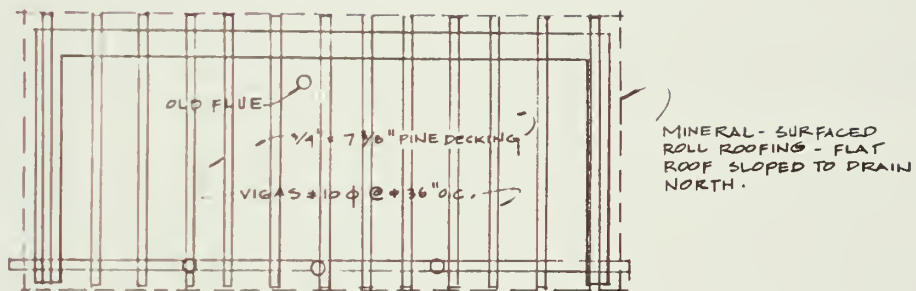


In 1986 the stone shed housed miscellaneous building materials. The front elevation had a stucco finish. The door opening in the east wall no longer existed (below).

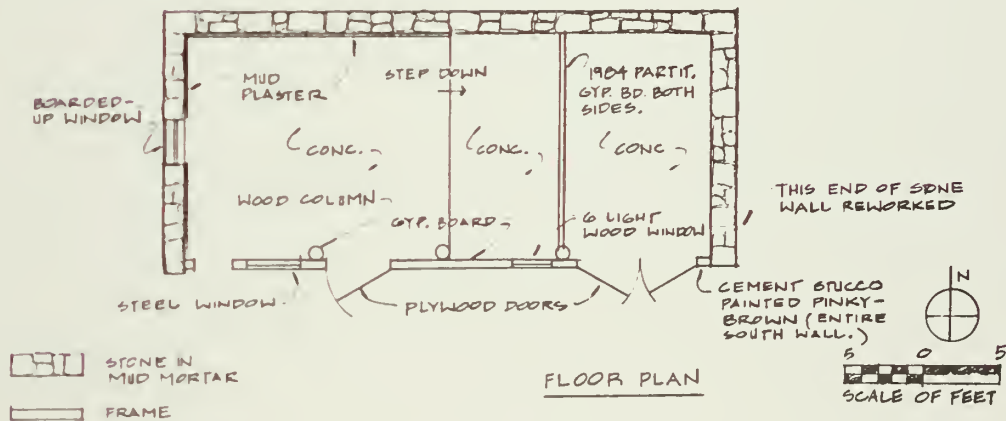


National Park Service photos by Laura Soullière Harrison.





FRAMING PLAN



FLOOR PLAN

Floor Plan and Framing Plan - Stone Shed - 1989



## SUMMARY

The Custodian's Residence and the historic structures of Thunderbird Lodge are the result of a process of evolution. The development started as a simple trading post just after the turn of the century. In the 1920s it expanded to include a dude-ranch operation to house adventurous visitors to the Navajo Reservation. In subsequent decades the trading post became less important and the lodging aspect predominated. The Lodge expanded during the early 1960s, and the trading post closed at the end of that decade. In the mid-1980s the Lodge expanded again. All of these changes in function resulted in changes to the development's architectural fabric.

In the late-1980s alterations were made to the site and the interiors of five buildings. In 1987 the property remained eligible for the National Register of Historic Places, but listing was not recommended by 1989. However, the National Park Service and the concessioner have a responsibility to ensure that the property's remaining architectural significance and historic integrity are preserved, or that appropriate mitigating measures are taken to recover data that might be destroyed.

Although the integrity of Thunderbird Lodge and the Custodian's Residence have been compromised over the past decades, both the National Park Service and the concessioner should manage the remaining historic fabric with extreme care. Even small changes to the extant historic features further diminish the district's integrity. Each historic door, each window, each wall, and each building must be approached with a conscience. These tangible aspects of the past are tiny threads in the large fabric of the history of the American west.





## FURTHER STUDY NEEDED

### SITE ENGINEERING -- DRAINAGE SYSTEM RECOMMENDATIONS

The photographs from the 1950s show that moisture at the base of some of the stone cabins was already a problem. Loss of historic fabric and character has occurred and more is threatened unless this problem is resolved. The concessioner removed a historic floor because of the moisture, and now the exterior of the stone itself is seriously deteriorated and continuing to deteriorate.

Although current planting and watering practices are exacerbating the problem, the most basic cause of deterioration of the stone is its location at the bottom of the drainage from the hill west of it and the lack of slope away from the base of the structures. As the area of pavement has increased on the site, the volume and rate of storm runoff have increased. The surface runoff from the driveway and parking plus the subsurface runoff are the source of moisture migrating up through the building foundations and into the walls. (Subsurface runoff is storm water that infiltrates and moves through the soil both horizontally and vertically, and the rate of movement is influenced by soil permeability.)

An engineer needs to determine soil permeability, recommend how surface drainage can be improved, and design a swale and catch basin drainage system, as well as a subsurface drainage system for the entire area. This study should address the collection, disposal, and conduction of storm runoff from the hill and across the driveway paving into the core area. The current swale may ameliorate some of the problem, but the level of the outlet is too high to be effective.

### SITE GUIDELINES

The interiors of the majority of the structures at Thunderbird Lodge have undergone changes in uses and so much alteration during the history of the lodge that there is little historic fabric remaining inside the buildings. The site, too, has lost a lot of integrity. However, guidelines recommending preferred materials and describing why these are appropriate and why others are not can prevent further loss of integrity. Concessionaires will continue to make changes. If the guidelines are simple, clear, and graphic, there is at least some chance that compatible materials will be installed in the future.

## ARCHEOLOGICAL STUDY AND RECOMMENDED ACTIONS

Although the Thunderbird Lodge may not be nominated to the National Register of Historic Places because the standing architecture has been so modified, archeological clearance is still required if planned projects will involve ground disturbance. As with any unit of the National Park Service, clearance is required prior to ground disturbance or archeological monitoring during ground disturbing actions is required. The Thunderbird Lodge area is unquestionably a viable, on-going business, but it is also an undeniable historic archeological site, the same as Hubbell Trading Post, and Garcia's Trading Post. The newly proposed development of Garcia's Trading Post by the National Park Service increases the importance of all three trading posts which were operating simultaneously in this area.

The following actions are recommended:

1. A more thorough anthropological study should be conducted to recreate the history and functions of buildings, outbuildings, and smaller features which have been part of the Thunderbird Ranch/Lodge since the turn of the century. Such information would augment the data and recommendations presented in the archeological report by McKenna and Travis, Archeological Investigations at Thunderbird Lodge, (1989).
2. Following the above study a base map should be compiled which shows the archeologically sensitive areas within the Thunderbird Lodge complex. This map should be consulted prior to any perceived improvements or construction which involves ground disturbance.
3. Adherence to federal laws and regulations, and National Park Service guidelines, regarding protection of prehistoric and historic cultural resources within the Thunderbird Lodge complex must be enforced. No ground disturbing activities should take place without prior archeological clearance and/or archeological monitoring during such activities.

## APPENDIX









UNITED STATES  
DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE

—oo0oo—

WHITE DOVE, INCORPORATED  
CANYON DE CHELLY NATIONAL MONUMENT

—oo0oo—

CC-CACH001-84  
CONTRACT NO. CC 7076 4 0002 EXECUTED June 18, 1984

COVERING THE PERIOD

FEBRUARY 15, 1984 THROUGH FEBRUARY 14, 2004

## CONCESSION CONTRACT

TABLE OF CONTENTS

	<u>Page</u>
1. WHEREAS CLAUSES	1
2. SECTION 1. TERM OF CONTRACT	1
3. SECTION 2. ACCOMMODATION, FACILITIES AND SERVICES	3
4. SECTION 3. PLANT, PERSONNEL AND RATES	4
5. SECTION 4. GOVERNMENT LAND AND IMPROVEMENTS	5
6. SECTION 5. MAINTENANCE	6
7. SECTION 6. CONCESSIONER'S IMPROVEMENTS	6
8. SECTION 7. UTILITIES	6
9. SECTION 8. ACCOUNTING RECORDS AND REPORTS	7
10. SECTION 9. FRANCHISE FEE	8
11. SECTION 10. BOND AND LIEN	10
12. SECTION 11. TERMINATION	10
13. SECTION 12. COMPENSATION	11
14. SECTION 13. ASSIGNMENT OR SALE OF INTERESTS	13
15. SECTION 14. APPROVAL OF SUBCONCESSION CONTRACTS	14
16. SECTION 15. INSURANCE AND INDEMNITY	14
17. SECTION 16. PROCUREMENT OF GOODS, EQUIPMENT AND SERVICES	15
18. SECTION 17. DISPUTES	16
19. SECTION 18. GENERAL PROVISIONS	16
20. SIGNATURE EXECUTION PAGE	17

EXHIBITS

1. Exhibit "A":	Government-Owned Structures Assigned
2. Exhibit "B":	Nondiscrimination
3. Exhibit "C":	Preferential Right to Additional Services
4. Exhibit "D":	Possessory Interest Assets
5. Exhibit "E":	Building Replacement Cost for Insurance Purposes



Contract No. CC-04CH001-84  
CC 7076-4-0002

THIS CONTRACT made and entered into by and between the United States of America, acting in this matter by the Secretary of the Interior, through the Director of the National Park Service, hereinafter referred to as the "Secretary," and White Dove, Incorporated, a corporation organized and existing under the laws of the State of Arizona, doing business as Thunderbird Lodge hereinafter referred to as the "Concessioner":

W I T N E S S E T H:

THAT WHEREAS, Canyon de Chelly National Monument hereinafter referred to as the "Area" is administered by the Secretary to conserve the scenery and the natural and historic objects and the wildlife therein, and to provide for the public enjoyment of the same in such manner as will leave such area unimpaired for the enjoyment of future generations; and

WHEREAS, the accomplishment of these purposes requires that facilities and services be provided for the public visiting the area and that all private interest shall be excluded except so far as may be necessary for the accomplishment of said purposes, including accommodation of the public; and

WHEREAS, the United States has not itself provided such necessary facilities and services and desires the Concessioner to establish and operate the same at reasonable rates under the supervision and regulation of the Secretary; and

WHEREAS, the establishment and maintenance of such facilities and services involves a substantial investment of capital and the assumption of the risk of operating loss, it is therefore proper, in consideration of the obligations assumed hereunder and as an inducement to capital, that the Concessioner be given assurance of security of such investment and of a reasonable opportunity to make a profit; and

WHEREAS, pursuant to law the Secretary is required to exercise his authority hereunder in a manner consistent with a reasonable opportunity by the Concessioner to realize a profit on the operations conducted hereunder as a whole commensurate with the capital invested and the obligations assumed:

NOW, THEREFORE, pursuant to the authority contained in the Acts of August 25, 1916, (39 Stat. 535; 16 U.S.C. 1, 2-4), and October 9, 1965 (79 Stat. 969; 16 U.S.C. 20), and other laws supplemental thereto and amendatory thereof, the said parties agree as follows:

SEC. 1. TERM OF CONTRACT. (a) This contract shall be for the term of twenty (20) years from February 15, 1984.

(b) The Concessioner shall undertake and complete an improvement and building program costing not less than \$1,142,000 as adjusted per project to reflect par value in the year of actual construction in accordance with the appropriate indexes of the Department of Commerce's "Construction Review".

It is agreed that such investment is consistent with Section 3(a) hereof. Such improvement and building program shall include:

PHASE I

Raze buildings #16, 21, 22 24	\$ 22,000
Construct 39 new motel units, approximately 300 sq. ft. per unit	901,000
Landscaping	19,000
Total Phase I	942,000

Phase I is to be completed within 2 years from the date of execution of this contract.

PHASE II

Construct new motel office, registration and lobby, approximately 800 sq. ft.	53,000
Develop waiting area for tour boarding	5,500
Renovate existing motel office for merchandising (curio, handcraft sales)	22,000
Landscaping	1,500
Total Phase II	82,000

Phase II is to be completed within 3 years from the date of execution of this contract.

PHASE III

Construct 5 multiple units for employee housing (2 employees per unit)	115,500
Landscaping	2,500
Total Phase III	118,000

Phase III is to be completed within 10 years from the date of execution of this contract.

(c) The Concessioner shall start the improvement and building program on or before July 1, 1984 in such a manner as to demonstrate to the satisfaction of the Secretary that it is in good faith carrying said program forward reasonably under the circumstances. After approval of plans and specifications, the Concessioner shall provide the Secretary with such evidence or documentation, as may be satisfactory to the Secretary, to demonstrate that such program is being carried forward, and shall complete and have it available for public use within 10 years from the date of execution of this contract.

3

(d) The Concessioner may, in the discretion of the Secretary, be relieved in whole or in part of any or all of the obligations of the improvement program for such stated periods as the Secretary may deem proper upon written application by the Concessioner showing circumstances beyond its control warranting such relief.

SEC. 2. ACCOMMODATIONS, FACILITIES AND SERVICES. (a) The Secretary requires and hereby authorizes the Concessioner during the term of this contract to provide accommodations, facilities, and services for the public within Canyon de Chelly National Monument, as follows:

1. Lodging accommodations.
2. Food and beverage service facilities.
3. Motor transportation facilities and services
4. Merchandising facilities and services for the sale of Indian handcraft, souvenirs, and sundry items.
5. Any other services incidental to the operations authorized hereunder.

(b) The Secretary reserves the right to determine and control the nature, type and quality of the merchandise and services described herein as authorized and required to be sold or furnished by the Concessioner within the area. Operations under this contract and the administration thereof by the Secretary shall be subject to the laws of Congress governing the area and the rules, regulations, and policies promulgated thereunder, whether now in force or hereafter enacted or promulgated, including but not limited to the United States Public Health Service requirements. Concessioners must also comply with current applicable criteria promulgated by the United States Department of Labor's Occupational Safety and Health Act of 1970 (OSHA) and those provisions outlined in the National Park Service's Safety and Occupational Health Policy associated with visitor safety and health. ✓

(c) During the term hereof and subject to satisfactory performance hereunder, the Concessioner is granted a right of first refusal to provide such additional concession accommodations, facilities and services of the same character as required and authorized hereunder as the Secretary may designate as necessary or desirable for accommodation and convenience of the public in the description of the area(s) or that portion of the park in which a right of first refusal is to be granted delineated on Exhibit "C". If the Concessioner doubts the necessity, desirability, timeliness, reasonableness, or practicability of such new or additional facilities, accommodations or services and/or declines or fails within a reasonable time to comply with the designation of the Secretary, then the Secretary in his discretion may authorize others under substantially the same terms and conditions to provide such designated accommodations, facilities, or services. This right of first refusal does not apply to concession operations in connection with lands hereafter acquired which expand the existing boundary of the area. Nothing contained in this section or elsewhere in this contract shall be construed as prohibiting or curtailing operations conducted in the area by other concessioners now authorized by the Secretary to provide accommodations therein for the public, including the successors or assigns of such concessioners, when approved by the Secretary.



**SEC. 3. PLANT, PERSONNEL, AND RATES.** (a)(1) The Concessioner shall maintain and operate the said accommodations, facilities, and services to such extent and in such manner as the Secretary may deem satisfactory, and shall provide the plant, personnel, equipment, goods, and commodities necessary therefor provided that the Concessioner shall not be required to make investments inconsistent with a reasonable opportunity to realize a profit on its operations hereunder commensurate with the capital invested and the obligations assumed.

(2) All rates and prices charged to the public by the Concessioner for accommodations, services, or goods furnished or sold hereunder shall be subject to regulation and approval by the Secretary. The Secretary shall exercise his decision making authority with respect to the Concessioner's rates and prices in a manner consistent with a reasonable opportunity for the Concessioner to realize a profit on its operations hereunder as a whole commensurate with the capital invested and the obligations assumed. Reasonableness of rates and prices will be judged primarily by comparison with those currently charged for comparable accommodations, services, or goods furnished or sold outside of the areas administered by the National Park Service under similar conditions, with due allowance for length of season, provision for peak loads, average percentage of occupancy, accessibility, availability and cost of labor and materials, type of patronage, and other conditions customarily considered in determining charges, but due regard may also be given to such other factors as the Secretary may deem significant.

(3) The Concessioner shall require its employees to observe a strict impartiality as to rates and services in all circumstances. The Concessioner may, subject to the prior approval of the Secretary, grant complimentary or reduced rates under such circumstances as are customary in businesses of the character conducted hereunder. The Concessioner shall not offer and employees of the Federal Government shall not receive discounts unless such discounts are available to the general public.

(b)(1) The Concessioner may be required to have its employees who come in direct contact with the public, so far as practicable, to wear a uniform or badge by which they may be known and distinguished as the employees of the Concessioner. The Concessioner shall require its employees to exercise courtesy and consideration in their relations with the public.

(2) The Concessioner shall review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Secretary to be inconsistent with the proper administration of the area and enjoyment and protection of visitors and shall take such actions as are necessary to fully correct the situation.

(3) The Concessioner shall comply with the requirements of (a) Title VII of the Civil Rights Act of 1964, as well as Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, (b) Title V, Section 503 of the Rehabilitation Act of September 26, 1973, P.L. 93-112, which requires Government Contractors and Subcontractors to take affirmative action to employ and to advance in employment qualified handicapped individuals, and with regulations heretofore or hereafter promulgated, relating to nondiscrimination in employment and in providing facilities and services to the public and shall do nothing in advertising for employees which will prevent those



covered by these laws from qualifying for such employment. Regulations heretofore promulgated are set forth in Exhibit "B" attached hereto and made a part hereof.

**SEC. 4. GOVERNMENT LAND AND IMPROVEMENTS.** (a) The Secretary hereby assigns for use by the Concessioner during the term of this contract, certain parcels of land and Government Improvements, if any, (as described in Exhibit "A" hereto) necessary to conduct the operations authorized hereunder. The Secretary reserves the right to withdraw such assignments or parts thereof at any time during the term of this contract if, in his judgement, (1) such withdrawal is necessary for the purpose of protecting visitors or area resources, or, (2) the operations utilizing such assigned lands are terminated pursuant to Section 11 hereof. Any permanent withdrawal of assigned lands or improvements which are essential for conducting the operation authorized hereunder will be considered by the Secretary as a termination pursuant to Section 11 hereof. The Secretary shall compensate the Concessioner for any possessory interest in such withdrawn properties at book value as described in Section 12 hereof, or, in the event that Concessioner Improvements in which the Concessioner has a possessory interest are to be replaced by the Concessioner within the area, in accordance with fair value compensation for possessory interest described in subsection 12(b) hereof.

(b) "Government Improvements" as used herein, means the buildings, structures, utility systems, fixtures, equipment, and other improvements upon the lands assigned hereunder, if any, constructed or acquired by the Government and provided by the Government for the purpose of this contract. The Concessioner shall have a possessory interest in improvements it makes to Government Improvements. In the event that such possessory interest is acquired by the Government or a successor Concessioner at any time the Concessioner will be compensated for such possessory interest pursuant to Section 12 hereof.

(c) The Secretary shall have the right at any time to enter upon the lands and improvements utilized by the Concessioner hereunder for any purpose he may deem reasonably necessary for the administration of the area and the Government services therein.

(d) The Concessioner may construct or install upon the assigned lands such buildings, structures, and other improvements as are necessary for the operations required hereunder, subject to the prior written approval by the Secretary of the location, plans, and specifications thereof. The Secretary may prescribe the form and contents of the application for such approval. The desirability of any project as well as the location, plans and specifications thereof will be reviewed in accordance with the provisions of the National Environmental Policy Act of 1969 and the National Historic Preservation Act of 1966.

(e) If during the term hereof a Government Improvement requires repairs or improvements that serve to prolong the life of the Government Improvement to an extent requiring capital investment for major repair, such capital investment shall be borne by the Government subject to the availability of appropriated funds. If appropriated funds are not available, and the Secretary determines that such repairs or improvements are necessary to a satisfactory performance of the Concessioner's obligations hereunder, the Concessioner may be required to repair the Government Improvement subject to the limitation on investment set forth in Section 3(a) hereof.

**SEC. 5. MAINTENANCE.** Subject to Section 4(e) hereof, the Concessioner will physically maintain and repair all facilities (both Government and Concessioner's Improvements) used in the operation hereunder, including maintenance of assigned lands and all necessary housekeeping activities associated with the operation to the satisfaction of the Secretary. In order that a high standard of physical appearance, operations, repair and maintenance be maintained, appropriate inspections will be carried out jointly by the Secretary and the Concessioner.

**SEC. 6. CONCESSIONER'S IMPROVEMENTS.** (a) "Concessioner's Improvements," as used herein, means buildings, structures, fixtures, equipment, and other improvements, affixed to or resting upon the lands assigned hereunder in such manner as to be a part of the realty, provided by the Concessioner for the purposes of this contract, (excluding improvements made to Government Improvements by the Concessioner), as follows: (1) such improvements upon the lands assigned at the date hereof as described in Exhibit "D" hereto; and (2) all such improvements hereafter constructed upon or affixed to the lands assigned to the Concessioner with the written consent of the Secretary. Concessioner's Improvements do not include any interest in the land upon which the described structures are located.

(b) The Concessioner shall have a possessory interest in all Concessioner's Improvements recognized by this contract. Possessory Interest shall consist of all incidents of ownership, except legal title which shall be vested in the United States. However, such possessory interest shall not be construed to include or imply any authority, privilege, or right to operate or engage in any business or other activity and the use or enjoyment of any structure, fixture, or improvement in which the Concessioner has a possessory interest shall be wholly subject to the applicable provisions of this contract and to the laws and regulations relating to the area. The said possessory interest shall not be extinguished by the expiration or other termination of this contract, and may not be terminated or taken for public use without just compensation as determined in accordance with Section 12. Wherever used in this contract, "possessory interest" shall mean the interest described in this paragraph. Performance of the obligations assumed by the Secretary under Section 12 hereof shall constitute just compensation with respect to the taking of a possessory interest in the circumstances therein described.

(c) Any salvage resulting from the authorized removal, severance, or demolition of a Concessioner's Improvement or any part thereof shall be the property of the Concessioner.

(d) In the event that a Concessioner's Improvement is removed, abandoned, demolished, or substantially destroyed and no other improvement is constructed on the site, the Concessioner shall promptly upon the request of the Secretary, restore the site as nearly as practicable to a natural condition.

**SEC. 7. UTILITIES.** (a) The Secretary shall furnish utilities to the Concessioner, for use in connection with the operations authorized hereunder, when available, at reasonable rates to be fixed by the Secretary, which shall at least equal the actual cost of providing the utility or service.

(b) Should any such service not be available or sufficient, the Concessioner may, with the written approval of the Secretary and under such requirements as shall be prescribed by him, secure the same at its own expense from sources outside the area or may install the same within the area subject to the following conditions:

(1) Any water rights deemed necessary by the Concessioner for use of water on Federal lands shall be acquired at its expense in accordance with any applicable state procedure and state law. Such water rights, upon expiration or termination of this contract for any reason shall be assigned to and become the property of the United States without compensation.

(2) Any service provided by the Concessioner under this section shall, if requested by the Secretary, be furnished to the Government to such an extent as will not unreasonably restrict anticipated use by the Concessioner. The rate per unit charged the Government for such service shall be approximately the average cost per unit of providing such service.

(3) All appliances, and machinery to be used in connection with the privileges granted in this section, as well as the plans for location and installation of such appliances and machinery shall first be approved by the Secretary.

*Amended & Approved Nov. 1*

**SEC. 8. ACCOUNTING RECORDS AND REPORTS.** (a) The Concessioner shall maintain an accounting system whereby the accounts can be readily identified with the System of Account Classification prescribed by the Secretary. The Concessioner shall submit annually as soon as possible but not later than sixty (60) days after the 15th day of February a financial statement for the preceding year as prescribed by the Secretary, and such other reports and data as may be required by the Secretary. If annual gross receipts are in excess of \$1 million, the financial statements shall be audited by an independent certified public accountant or by an independent licensed public accountant certified or licensed by a regulatory authority of a state or other political subdivision of the United States on or before December 31, 1970, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants. If annual gross receipts are between \$250,000 and \$1 million, the financial statements shall be reviewed by an independent certified public accountant or by a licensed public accountant certified or licensed by a regulatory authority of a state or other political subdivision of the United States on or before December 31, 1970, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants.

Financial statements accompanied by remarks such as "prepared from client records without audit" are unacceptable.

The independent licensed or certified public accountant shall include a statement to the effect that the amounts included in the financial report are consistent to those included in the Federal and state tax returns. If they are not, then a statement showing differences shall be included. The Secretary shall have the right to verify and copy for his own use all such reports from the books, correspondence, memoranda, and other records of the Concessioner and subconcessioners, if any, and of the records pertaining thereto of a proprietary or affiliated company, if any, during the period of the contract, and for such time thereafter as may be necessary to accomplish such verification.



(b) Within ninety (90) days of the execution of this contract or its effective date, whichever is later, the Concessioner shall submit to the Secretary a balance sheet as of the beginning date of the term of this contract. The balance sheet shall be audited by an independent certified public accountant or by an independent licensed public accountant, certified or licensed by a regulatory authority of a state or other political subdivision of the United States on or before December 31, 1970. The balance sheet shall be accompanied by a schedule that identifies and provides details for assets in which the Concessioner claims a possessory interest. The schedule must describe these assets in detail showing for each such asset the date acquired, useful life, cost and book value.

(c) The Secretary and Comptroller General of the United States, or any of their duly authorized representatives, shall, until the expiration of five (5) calendar years after the close of business year of the Concessioner and any subconcessioner have access to and the right to examine any of the pertinent books, documents, papers, and records related to this contract including Federal and state income tax returns.

**SEC. 9. FRANCHISE FEE.** (a) For the term of this contract, the Concessioner shall pay to the Secretary for the privileges granted herein as follows:

(1) An annual fee for the use of any Government Improvements utilized by the Concessioner hereunder, if any. Such fee and assigned Government buildings to be as set forth in Exhibit "A" hereto but in no event shall the fee exceed the fair annual value of such Government Improvements as determined by the Secretary.

(2) In addition to the foregoing, a further sum equal to two percent (2%) of the Concessioner's gross receipts, as herein defined, for the preceding year.

(b) The franchise fee shall be due on a monthly basis in such a manner that payment shall be received by the Secretary within 15 days after the last day of each month that the concessioner operates. Such monthly payment shall include the annual use fee for assigned Government Improvements, as set forth in Exhibit "A" hereto, divided by the expected number of operating months, as well as the specified percentage of gross receipts for the preceding month. The payment of any additional amounts due at the end of the operating year as a result of adjustments shall be paid at the time of submission of the annual financial report. Overpayments shall be offset against the following year's franchise fees due.

(c) An interest charge will be assessed on overdue amounts for each 30 day period, or portion thereof, that payment is delayed. The percent of interest charged will be based on the current value of funds to the United States Treasury which is published quarterly in the Treasury Fiscal Requirements Manual.

(d)(1) The term "gross receipts," as used herein, shall be construed to mean the total amount received or realized by, or accruing to, the Concessioner from all sales, including those through vending machines and other coin-operated devices, for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted in this contract, including gross receipts of subconcessioners as hereinafter defined and commissions earned on contracts or agreements with other persons or companies operating in the area, and



excluding gross receipts from the sale of genuine United States Indian and native handcraft, intracompany earnings on account of charges to other departments of the operation (such as laundry), charges for employees' meals, lodgings, and transportation, cash discounts on purchases, cash discounts on sales, returned sales and allowances, interest on money loaned or in bank accounts, income from investments, income from subsidiary companies outside of the area, sale of property other than that purchased in the regular course of business for the purpose of resale, and sales and excise taxes that are added as separate charges to approved sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid Governmental agencies.

(2) The term "gross receipts of subconcessioners" as used in subsection (d)(1) of this section shall be construed to mean the total amount received or realized by, or accruing to, subconcessioners from all sources, including that through vending machines or other coin-operated devices, as a result of the exercise of the rights conferred by subconcession contracts hereunder without allowances, exclusions, or deductions of any kind or nature whatsoever and the subconcessioner shall report the full amount of such receipts to the Concessioner within 45 days after the 15th day of February of each year. The subconcessioners shall maintain an accurate and complete record of all items listed in subsection (d)(1) of this section as exclusions from the Concessioner's gross receipts and shall report the same to the Concessioner with the gross receipts. The Concessioner shall be entitled to exclude items listed in subsection (d)(1) in computing the franchise fee payable to the Secretary as provided for in subsection (a) hereof.

(e) Within sixty (60) days after the end of each five year period of this contract or as otherwise specified, at the instance of either party hereto, the amount and character of the franchise fees provided for in this section may be reconsidered. Such request shall be made in writing within 60 days after the end of the applicable contract year but cannot be made before the end of such year. In the event that the Secretary and the Concessioner cannot agree upon an adjustment of the franchise fees within 120 days from the date of the request for renegotiation as made by either party, the position of the Concessioner must be reduced to writing within 30 days therefrom and submitted to the Secretary for a determination of appropriate fees consistent with the fair value of any assigned Government Improvements and the probable value to the Concessioner of the privileges granted by this contract based upon a reasonable opportunity for a profit in relation to both gross receipts and capital invested. If desired by the Concessioner an advisory arbitration panel will be established (one member to be selected by the Secretary, one by the Concessioner, and the third by agreement of the original two) for the purpose of recommending to the Secretary appropriate franchise fees. The Secretary and the Concessioner shall share equally the expenses of such advisory arbitration. The written determination of the Secretary as to franchise fees shall be final and conclusive upon the parties hereto. Any new fees established will be retroactive to the commencement of the applicable period for which notice of reconsideration is given and be effective for the remaining term of the contract unless subsequent negotiations establish yet a different franchise rate. If new rates are greater than existing rates, the Concessioner will pay all back fees due with the next regular payment. If new rates are less than the existing rate the Concessioner may withhold the difference between the two rates from future payments until he has recouped the overpayment. Any new franchise

fees will be evidenced by an amendment to the contract unless based upon the written determination of the Secretary in which event a copy of the determination will be attached hereto and become a part hereof, as fully as if originally incorporated herein.

**SEC. 10. BOND AND LIEN.** The Secretary may, in his discretion, require the Concessioner to furnish a surety bond acceptable to the Secretary conditioned upon the faithful performance of this contract, in such form and in such amount as the Secretary may deem adequate, not in excess of twenty seven thousand dollars (\$27,000). As additional security for the faithful performance by the Concessioner of all of its obligations under this contract, and the payment to the Government of all damages or claims that may result from the Concessioner's failure to observe such obligations, the Government shall have at all times the first lien on all assets of the Concessioner within the area.

**SEC. 11. TERMINATION.** (a) The Secretary may terminate this contract in whole or part for default at any time and may terminate this contract in whole or part when necessary for the protection of visitors or area resources. The operations authorized hereunder may be suspended in whole or in part at the discretion of the Secretary when necessary to protect the health and safety of visitors and employees or to protect area resources. Termination or suspension shall be by written notice to the Concessioner and, in the event of proposed termination for default, the Secretary shall give the Concessioner a reasonable period of time to correct stated deficiencies. Termination for default shall be utilized in circumstances where the Concessioner has breached any requirements of this contract, including failure to maintain and operate the required accommodations, facilities and services to the satisfaction of the Secretary in accordance with the Secretary's requirements hereunder.

(b) In the event of termination of this contract when necessary for the protection of visitors or area resources or for default, the compensation to the Concessioner for such termination shall be as described in Section 12, "Compensation".

(c) In the event it is deemed necessary to suspend operations hereunder in whole or in part to protect the visitors or resources of the area the Secretary shall not be liable for any compensation to the Concessioner for losses occasioned thereby, including but not limited to, lost income, profit, wages, or other monies which may be claimed.

(d) To avoid interruption of service to the public upon the expiration or termination of this contract for any reason, the Concessioner, upon the request of the Secretary, will (1) continue to conduct the operations authorized hereunder for a reasonable time to allow the Secretary to select a successor, or (2) consent to the use by a temporary operator, designated by the Secretary, of the Concessioner's Improvements and personal property, if any, not including current or intangible assets, used in the operations authorized hereunder upon fair terms and conditions, provided that the Concessioner shall be entitled to an annual fee for the use of such improvements and personal property, prorated for the period of use, in the amount of the annual depreciation on such improvement and personal property plus a ten percent (10%) return on the book value of such improvement. In this instance the method of depreciation used shall be either straight line depreciation or depreciation shown on Federal Tax Returns.



SEC. 12. COMPENSATION. (a) Just Compensation: The compensation described herein shall constitute full and just compensation to the Concessioner from the Secretary for all losses and claims occasioned by the circumstances described below.

(b) Contract expiration or termination where operations are to be continued: If for any reason, including contract expiration or termination as described herein, and subject to the limitation on compensation for possessory interest contained in subsection (d) hereof, the Concessioner shall cease to be required by the Secretary to conduct the operations authorized hereunder, or substantial part thereof, and, at the time of such event the Secretary intends for substantially the same or similar operations to be continued by a successor, whether a private person, corporation or an agency of the Government, (i) the Concessioner will sell and transfer to the successor designated by the Secretary its possessory interest in Concessioner and Government Improvements, if any, as defined under this contract, and all other property of the Concessioner used or held for use in connection with such operations; and (ii) the Secretary will require such successor, as a condition to the granting of a contract to operate, to purchase from the Concessioner such possessory interests, if any, and such other property, and to pay the concessioner the fair value thereof. The fair value of any possessory interest in Government Improvements shall be book value as described in Section 12(c) hereof. In the event that such possessory interest in Government Improvements is acquired by a successor, the successor will not be permitted to revalue such possessory interest. The fair value of possessory interest in Concessioner's Improvements shall be deemed to be the sound value of the improvement to which it relates at the time of transfer of such possessory interest, without regard to the term or other benefits of the contract. The sound value of any structure, fixture, or improvement shall be determined upon the basis of reconstruction cost less depreciation evidenced by its conditions and prospective serviceability in comparison with a new unit of like kind, but not to exceed fair market value. The fair value of merchandise and supplies shall be replacement cost including transportation. The fair value of equipment shall be replacement cost less depreciation and obsolescence. If the Concessioner and the successor, excepting Government agencies, cannot agree upon the fair value of any item or items, either party may serve a request for arbitration upon the other party, and the fair value of the item or items in question shall be determined by the majority vote of a board of three arbitrators, selected as follows: Each party shall name one member of such board and the two members so named shall select the third member. If either party fails to appoint an arbitrator within 15 days after the other shall have appointed an arbitrator and served written notice, including the name and address of the arbitrator appointed, upon the other party, then the American Arbitration Association shall be requested by the Secretary to appoint an arbitrator to represent the party failing to make the appointment. The costs and expenses of the arbitrator appointed by the American Arbitration Association to represent the party failing to make the appointment shall be paid for by that party. The two arbitrators so named shall select the third member. If the third member is not selected within 15 days after the appointment of the latter of the other two arbitrators, the American Arbitration Association shall be requested by the Secretary to appoint the third arbitrator. In requesting that the American Arbitration Association appoint an arbitrator in the situations discussed above, the Secretary shall request that the person or persons appointed shall be impartial and specially qualified in commercial and real estate appraisal. The fair value determined by the Board of Arbitrators shall be binding on the parties. The

compensation and expenses of the third member shall be paid by the Concessioner and one-half of the amount so paid shall be added to the purchase price. Before reaching its decision, the board shall give each of the parties a fair and full opportunity to be heard on the matters in dispute. If the successor is a Government agency and there is a dispute as to the fair value of any possessory interest, or other items, an advisory arbitration panel will be established at the request of the Concessioner (one member to be selected by the Secretary, one by the Concessioner, and the third by agreement of the original two) for the purpose of recommending to the Secretary an appropriate fair value. The Secretary and the Concessioner shall share equally the expenses of such advisory arbitration. The written decision of the Secretary as to such fair value will be final and binding upon all parties.

(c) Contract expiration or termination where operations are to be discontinued: If for any reason, including contract expiration or termination as described herein, the Concessioner shall cease to be required by the Secretary to conduct the operations authorized hereunder, or substantial part thereof, and the Secretary at the time chooses to discontinue such operations, or substantial part thereof within the area, and/or to abandon, remove, or demolish any of the Concessioner's Improvements, if any, then the Secretary will take such action as may be necessary to assure the Concessioner of compensation for (i) its possessory interest in Concessioner Improvements, and Government Improvements, if any, in the amount of their book value (unrecovered cost as shown in Federal Income Tax Returns); (ii) the cost to the Concessioner of restoring any assigned land to a natural condition, including removal and demolition, (less salvage) if required by the Secretary; and (iii) the cost of transporting to a reasonable market for sale such movable property of the Concessioner as may be made useless by such determination. Any such property that has not been removed by the Concessioner within a reasonable time following such determination shall become the property of the United States without compensation therefor.

(d) Contract Termination for Default for Unsatisfactory Performance Where Operations are to be Continued. Notwithstanding any provision of this contract to the contrary, in the event of termination of this contract for default for failure to maintain and operate the required accommodations, facilities and services to the satisfaction of the Secretary in accordance with the Secretary's requirements hereunder, compensation for the Concessioner's possessory interest in Concessioner's Improvements, if any, shall be at book value as described in subsection 12(c) herein.

(e) Other Compensation. In the event of termination of this contract or portions thereof, for the purpose of protecting visitors or area resources the Concessioner may be compensated (in addition to the applicable compensation described in subsections (b) or (c) above) for such other costs as the Secretary, in his discretion, considers necessary to compensate the Concessioner for actual losses occasioned by such termination, including, but not limited to, and as the needs appear, cost of relocating from one building to another building, reasonable severance pay to employees that may be affected, penalties for early loan repayments, and reasonable overhead expenses required by such termination, but, not for lost profit or other anticipated gain from the operations authorized hereunder or anticipated sale or assignment of the Concessioner's assets, including this contract or any of its benefits.



**SEC. 13. ASSIGNMENT OR SALE OF INTERESTS.** (a)(1) The Concessioner and/or any person or entity which owns a controlling interest (as herein defined) in a Concessioner's ownership, (collectively defined as the "Concessioner" for the purposes of this section) shall not assign or otherwise sell or transfer responsibilities under this contract or the concession operations authorized hereunder, nor sell or otherwise assign or transfer (including, without limitation, mergers, consolidations, reorganizations or other business combinations) a controlling interest in such operations, this contract, or a controlling interest in the Concessioner's ownership, as defined herein, without the prior written approval of the Secretary. Failure to comply with this provision or the procedures described herein shall constitute a material breach of this contract for which this contract may be terminated immediately by the Secretary without regard to the procedures for termination for default described in Section 11 hereof, and, the Secretary shall not be obliged to recognize any right of any person or entity to an interest in this contract or to own or operate the operations authorized hereunder acquired in violation hereof.

(2) The Concessioner shall advise the person(s) or entity proposing to enter into a transaction described in subsection (a)(1) above that the Secretary shall be notified and that the proposed transaction is subject to review and approval by the Secretary. The Concessioner shall request in writing the Secretary's approval of the proposed transaction and shall promptly provide the Secretary all relevant documents related to the transaction, and the names and qualifications of the person(s) or entity involved in the proposed transaction.

(b)(1) The Secretary, in exercising the discretionary authority set forth herein, shall among other matters, take into consideration the management qualifications of individuals or entities which would thereby obtain an interest in the facilities or services authorized hereunder, the experience of such individuals or entities with similar operations, and the ability of such individuals or entities to operate the concession operations authorized hereunder in the public interest under the regulation of the Secretary.

(2) For purposes of this section, the term "controlling interest" in a Concessioner's ownership shall mean, in the instance of a corporate concessioner, an interest beneficial or otherwise, of sufficient outstanding voting securities or capital of the Concessioner so as to permit exercise of substantial managerial influence over the operations of the concessioner, and, in the instance of a partnership, limited partnership, joint venture or individual entrepreneurship, any beneficial ownership of the capital assets of the Concessioner sufficient to permit substantial managerial influence over the operations of the Concessioner. The Secretary will determine at the request of interested parties whether or not an interest in a Concessioner constitutes a controlling interest within the meaning hereof.

(c) The Concessioner may not enter into any agreement with any entity or person except employees of the Concessioner to exercise substantial management responsibilities for the operation authorized hereunder or any part thereof without written approval of the Secretary at least 30 days in advance of such transaction.

(d) No mortgage shall be executed and no bonds, shares of stock, or other evidence of interest in, or indebtedness upon, the assets of the concessioner,

including this contract, in the area, shall be issued, except for the purposes of installing, enlarging or improving, plant equipment and facilities, provided that such assets, including possessory interests, or evidences of interests therein, in addition, may be encumbered for the purposes of purchasing existing concession plant, equipment and facilities. In the event of default on such a mortgage, encumbrance, or such other indebtedness, or of other assignment transfer, or encumbrance, the creditor or any assignee thereof, shall succeed to the interest of the Concessioner in such assets but shall not thereby acquire operating rights or privileges which shall be subject to the disposition of the Secretary.

**SEC. 14. APPROVAL OF SUBCONCESSION CONTRACTS.** All contracts and agreements (other than those subject to approval pursuant to Section 13 hereof) proposed to be entered into by the Concessioner with respect to the exercise by others of the privileges granted by this contract in whole or part shall be considered as subconcession contracts and shall be submitted to the Secretary for his approval and shall be effective only if approved. In the event any such subconcession contract or agreement is approved the Concessioner shall pay to the Secretary within sixty days after the 15th day of February each year a sum equal to fifty percent (50%) of any and all fees, commissions, or compensation payable to the Concessioner thereunder, which shall be in addition to the franchise fee payable to the Secretary on the gross receipts of subconcessioners as provided for in Section 9 of this contract.

**SEC. 15. INSURANCE AND INDEMNITY.**

(a) **General.** The Concessioner shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for losses, damages or judgements and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Concessioner, his employees, sub-contractors or agents under the contract. The types and amounts of insurance coverage purchased by the Concessioner shall be approved by the Secretary. The Concessioner shall, annually, or at the time insurance is purchased provide the Secretary with Certificates of Insurance, Broker's Analysis or similar documents sufficient to evidence compliance with this section and shall provide the Secretary thirty (30) days advance written notice of any material change in the concessioners insurance program hereunder.

(b) **Property Insurance.** The Concessioner at its cost shall secure and maintain, for both Concessioner improvements and assigned government improvements, fire, extended coverage and such other perils insurance in such types and limits as are determined by the Secretary to be necessary to repair or replace those buildings, structures, equipment, furnishings, betterments and improvements, and merchandise necessary to satisfactorily discharge the Concessioner's obligations under this contract. For insurance purposes, values of such property shall be determined at the inception of this contract and updated annually thereafter. Those values currently in effect are set forth in Exhibit "E" to this contract. Such insurance shall provide for the Concessioner and the United States of America to be named insureds as their interest may appear. Insurance provisions respecting replacement at the "same site" shall be waived. In the event of loss the Concessioner shall use all proceeds of such insurance to repair, rebuild,

15

restore or replace Concessioner and Government Improvements, equipment, furnishings and other personal property hereunder, as directed by the Secretary. The lien provision of Section 10 shall apply to such insurance proceeds.

The Concessioner shall purchase the following additional property coverages:

FLOOD - Those values currently in effect are set forth in Exhibit "E" to this contract.

(c) Additional Property Damage Requirements—Government Improvements, Property and Equipment. The following additional requirements shall apply to structures, all or any part of which are "government improvements" as defined in Section 4(b).

(1) The insurance policy shall contain a loss payable clause approved by the Secretary which provides that insurance proceeds shall be paid directly to the Concessioner without requiring endorsement by the United States.

(2) The use of insurance proceeds for repair or replacement of government structures will not alter their character as government structures and the concessioner shall gain no possessory interest therein.

(d) Public Liability. The Concessioner shall purchase and maintain during the term of this contract Comprehensive General Liability insurance against claims occasioned by actions or omissions of the Concessioner in carrying out the activities and operations authorized hereunder. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event not less than (\$500,000) for bodily injury per person and (\$500,000) per accident and property damage of at least (\$25,000) per occurrence. All liability policies are to specify that the insurance company shall have no right of subrogation against the United States of America except that caused by the sole negligence of the United States or its employees and have no recourse against the government for payment of any premiums or assessments.

Specific types of coverages the Concessioner shall purchase and maintain during the term of this contract include Comprehensive General Liability, with extensions which provide Product Liability and Contractual Liability and Liquor Liability if liquor is served.

The Concessioner shall also obtain the following additional coverages:

a. Automobile Liability. The Concessioner shall provide the following coverages respecting vehicles owned and/or operated by the Concessioner: Comprehensive Automobile Liability, Uninsured Motorist coverages, and Statutory "No-Fault" coverages, as required by the state of operation.

b. Workers' Compensation. Statutory Workers' Compensation as required in the state of operation, Employers' Liability coverage.

SEC. 16. PROCUREMENT OF GOODS, EQUIPMENT AND SERVICES. In computing net profits for any purposes of this contract, the Concessioner agrees that its accounts will be kept in such a manner that there will be no diversion or



concealment of profits in the operations authorized hereunder by means of arrangements for the procurement of equipment, merchandise, supplies, or services from sources controlled by or under common ownership with the Concessioner or by any other device.

SEC. 17. DISPUTES. (a) Except as otherwise provided in this contract, any dispute, or claim, concerning this contract which is not disposed of by agreement shall be decided by the Director, National Park Service, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Concessioner. The decision of the Director shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Concessioner mails or otherwise furnishes to the Director a written notification of appeal addressed to the Secretary. In accordance with the rules of the Board of Contract Appeals, the decision of the Secretary or his duly authorized representative for the determination of such appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Concessioner shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute or claim hereunder, the Concessioner shall proceed diligently with the performance of the contract or as otherwise required in accordance with the Director's decision.

Claims shall be considered hereunder only if a notice is filed in writing with the Director within 30 days after the Concessioner knew or should have known of the facts or circumstances giving rise to the claim.

(b) This section does not preclude consideration of legal questions in connection with decisions provided for in paragraph (a) above; provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(c) The provisions of this clause shall not apply to any claim of a precontractual nature nor of a non-contractual nature such as tort claims, nor with respect to discretionary acts or refusals to act by the United States, including but not limited to the establishment of utility rates and rates to the public hereunder and terminations or suspensions of the contract for protection of visitors or area resources nor to any other discretionary relief or action, nor in relation to action or inaction by the United States in its sovereign capacity. Decisions of the Director, National Park Service, concerning the matters mentioned in this subsection shall be final administrative determinations.

SEC. 18. GENERAL PROVISIONS. (a) Reference in this contract to the "Secretary" shall mean the Secretary of the Interior, and the term shall include his duly authorized representatives.

(b) The Concessioner is not entitled to be awarded or to have sole negotiating rights to any Federal procurement or service contract by virtue of any provision of this contract.

(c) Notwithstanding any other provision hereof, the Secretary reserves the right to provide directly or through cooperative or other non-



17

concession agreements with non-profit organizations any accommodations, facilities or services to area visitors which are part of and appropriate to the park interpretive program.

(d) That any and all taxes which may be lawfully imposed by any State or its political subdivisions upon the property or business of the Concessioner shall be paid promptly by the Concessioner.


(e) No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

(f) This contract may not be extended, renewed or amended in any respect except when agreed to in writing by the Secretary and the Concessioner.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.


Dated at Santa Fe, New Mexico, this 18th day of June, 19 84.


UNITED STATES OF AMERICA

BY   
Regional Director, Southwest Region  
National Park Service

CONCESSIONER

ATTEST:

BY   
TITLE V. P. Sec.

BY   
TITLE Asst. Librarian  
DATE 3/7/84

## EXHIBIT "A"

## GOVERNMENT-OWNED STRUCTURES ASSIGNED TO

## WHITE DOVE, INCORPORATED

pursuant to

CONCESSION CONTRACT NO. CC 7076-4-0002

<u>Building Number</u>	<u>Description</u>	<u>Annual Fee</u>
1	Old Adobe Residence	\$3,700

\$3,700

Total amount due pursuant to subsection 9(a)(1)

Approved, effective June 18, 1984,

BY:

CONCESSIONER

UNITED STATES OF AMERICA

BY [Signature]TITLE Dir. / Manager[Signature]Regional Director, Southwest Region  
National Park Service

## EXHIBIT "B"

CONCESSION CONTRACT NO. CC 7076-4-0002

## NONDISCRIMINATION

## SECTION I

Requirements Relating to Employment  
and  
Service to the Public

A. EMPLOYMENT: During the performance of this contract, the Concessioner agrees as follows:

(1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provisions of this nondiscrimination clause.

(2) The Concessioner will, in all solicitations or advertisements for employees placed by or on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Concessioner's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Concessioner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessioner's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Concessioner's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Concessioner may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Concessioner will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation or protect the interests of the United States.

B. CONSTRUCTION, REPAIR, AND SIMILAR CONTRACTS: The preceding provisions A(1) through (7) governing performance of work under this contract, as set out in Section 202 of Executive Order No. 11246, dated September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this contract, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this contract, and for that purpose the term "contract" shall be deemed to refer to this instrument and to contracts awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded contracts by the Concessioner.

C. FACILITIES: (1) Definitions: As used herein: (i) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner; (ii) facility shall mean any and all services, facilities, privileges, and accommodations, or activities available to the general public and permitted by this agreement.

(2) The Concessioner is prohibited from: (i) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, or national origin; (ii) discriminating by segregation or other means against any person because of race, color, religion, sex, or national origin in furnishing or refusing to furnish such person the use of any such facility.

(3) The Concessioner shall post a notice in accordance with Federal regulations to inform the public of the provisions of this subsection, at such locations as will ensure that the notice and its contents will be conspicuous to any person seeking accommodations, facilities, services, or privileges. Such notice will be furnished the Concessioner by the Secretary.



(4) The Concessioner shall require provisions identical to those stated in subsection C herein to be incorporated in all of the Concessioner's contracts or other forms of agreement for use of land made in pursuance of this agreement.

## SECTION II: EMPLOYMENT OF THE HANDICAPPED

Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed \$50,000 or more and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices and procedures in accordance with the affirmative action program requirement.

### PART A

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

### PART B

The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

### PART C

In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

### PART D

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

### PART E

The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

#### PART F

The contractor will include the provisions of this clause in every subcontract that generates gross receipts which exceed \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

## EXHIBIT "C"

## PREFERENTIAL RIGHT TO ADDITIONAL SERVICES

Pursuant to Subsection 2(c) of the said contract, the concessioner is granted a preferential right to additional services of the same character as stated in this designation to include campground operations within the boundaries of Canyon de Chelly National Monument.

BY W. H. Jones  
TITLE Asst. Dir.  
DATE 3/7/84

UNITED STATES OF AMERICA  
Robert L. Jones  
Regional Director  
Southwest Region

## EXHIBIT "D"

Pursuant to Subsection 6 (a) (1)

Building

Cafeteria

Lodging Rooms 10 and 11

Office and Curio Shop

Lodging Rooms 6 and 8

Lodging Rooms 3-4-5-7

Lodging Rooms 14 to 23

Lodging Rooms 24 to 35

Lodging Room 9

Motel Room

Storage Barn

Paint Shed

Maintenance Building

Lodging Trailer Units



## EXHIBIT "E"

## BUILDING REPLACEMENT COST FOR INSURANCE PURPOSES

CONCESSIONER: White Dove, Incorporated  
 CONCESSION CONTRACT NO. CC CACH001-84

The replacement costs set forth herein are established for the sole purpose of insuring adequate property insurance coverage and shall not be construed as having application for any other purpose.

I. GOVERNMENT BUILDINGS

<u>Building No.</u>	<u>Description</u>	<u>Insurance Replacement Value</u>
B-1	Old Adobe Residence (including garage)	\$101,100

II. CONCESSIONER BUILDINGS

<u>Building No.</u>	<u>Description</u>	<u>Insurance Replacement Value</u>
	Cafeteria	\$404,700
	Lodging Rooms 10 and 11	47,200
	Office and Curio Shop	273,800
	Lodging Rooms 6 and 8	31,400
	Lodging Rooms 3-4-5-7	63,000
	Lodging Rooms 14 to 23	235,100
	Lodging Rooms 24 to 35	254,800
	Lodging Room 9	27,900
Self-insured by Concessioner	(Storage Barn)	(18,000)
Self-insured by Concessioner	(Paint Shed)	(11,600)
	Maintenance Building	80,600
Self-insured by Concessioner	(Lodging Trailer Units)	(75,200)
	New Motel Units	749,200
	TOTAL	<u>\$2,268,800</u>

By Mary L. Jones  
 Title owner  
 Date 3/6/89

UNITED STATES OF AMERICA  
Richard M. Marks  
 Acting Regional Director,  
 Southwest Region



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